

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
2024 PAVEMENT REHABILITATION PROJECT
IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into this 1st day of June, 2025, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and GHD, hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY will be utilizing Senate Bill 1 (SB1) state funding to rehabilitate roads within the Cobb Mountain area in Kelseyville; and

WHEREAS, construction management, inspection, and materials testing services will be required for the above-mentioned construction, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is a licensed professional Civil Engineer in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I.
SCOPE OF SERVICES

- A. CONSULTANT shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

II.
COUNTY'S RESPONSIBILITIES

The COUNTY's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor,

accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.

- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- F. Environmental Clearances: COUNTY will be responsible for all environmental clearances.
- G. Asbestos or Hazardous Substances and Indemnification: If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

III.

CONSULTANT'S REPORT AND/OR MEETINGS

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall meet with the COUNTY's Project Manager as needed to discuss progress on the project(s).

IV.

SUBCONTRACTOR/DBE PARTICIPATION

A. Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

D. Prompt Payment of Funds Withheld to Subcontractors

1. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

V. **PREVAILING WAGE**

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

VI. **COMPENSATION AND TERMS OF PAYMENT**

Payment to CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items and unit costs by task and project site with a summary of all work completed to date and the cost of work remaining. Undisputed invoices shall be paid within 30 days of receipt. Each invoice will include a 5% retention amount.

Invoices shall be mailed to the Contract Manager, Pablo Pantaleon, at the following address:

County of Lake
Public Works Department
255 N. Forbes Street, Room 309
Lakeport, California 95453
Attn: Pablo Pantaleon

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

- C. **Compensation:** The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work set forth in Exhibit "A". Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

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

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "A", provided however that the total payments to CONSULTANT shall not exceed \$634,478.00 without prior written authorization by COUNTY and formal Amendment to this Agreement.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

VII. TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2025, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VIII. DUE PERFORMANCE - DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

IX. **TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Works upon thirty (30) days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article VI of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

X. **INSURANCE**

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days' notice if cancellation is due to nonpayment of premium.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to

endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANT's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.

- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT's insurance on Form CG 20 10 11 85. CONSULTANT shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to

enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and the CONSULTANT, as additional insureds.

XI. INDEMNIFICATION - HOLD HARMLESS

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONSULTANT's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under CONSULTANT's insurance coverage as described in Section X. herein.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

XII. CONSULTANT'S WARRANTIES

CONSULTANT hereby makes the following representations and warranties:

- A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated subcontractors, in a manner according to generally accepted practices of the engineering profession.

If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article IX; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from COUNTY.
2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement.

CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance under this Agreement, CONSULTANT shall employ the key personnel identified in Exhibit "A".

3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

- B. **Non-Discrimination in Employment.** CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. During the performance of this Contract, Consultant and its sub-consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

- C. **Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. **HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- E. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability,

or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- H. **Laws to be observed.** CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XIII. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XIV. INDEPENDENT CONSULTANT

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent CONSULTANT and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XV. MODIFICATION

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONSULTANT and COUNTY executed by Director of Public Works.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

XVI. ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XVII.
OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.
- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. CONSULTANT may copyright reports or other agreement products. FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVIII.
RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the CONSULTANT, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

XIX.
JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

XX.
NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XXI.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XXII.
NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXIII.
CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with the COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Agreement.
- C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all of the provisions of this Article.

XXIV.
CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.
- E. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity, other than the COUNTY.

XXV.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code, Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the CONSULTANT within the immediately preceding two-year period because of the CONSULTANT's failure to comply with an order of a Federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

XXVI.

INSPECTION OF WORK

The CONSULTANT and any subCONSULTANTS shall permit the COUNTY, State and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

XXVII.

NON-DISCRIMINATION

- A. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANTS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with

which they have a collective bargaining or other agreement.

- B. The CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

XXVIII. DISPUTES

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

XXIX. SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), 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 feet or deeper.

XXX. SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Manager.

XXXI.

STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXXII.

DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

XXXIII.

CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. The 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.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXXIV.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

XXXV.

PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

XXXVI.

COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by CONSULTANT to the COUNTY.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by CONSULTANT to the COUNTY.

XXXVII
CONTINGENT FEE

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

XXXVIII.
AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

XXXIX.
EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The 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 the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the

equipment and credit the 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 the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the 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 the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

XL.
EVALUATION OF CONSULTANT

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

XLI.
CONSULTANT'S ENDORSEMENT ON PS&E/OTHER DATA

The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

XLII.
NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
255 North Forbes Street
Lakeport, California 95453
Attn: Public Works Director

GHD
2235 Mercury Way, Ste 150
Santa Rosa, CA 95407
Attn: Emma Del Vento, Business Group Leader

XLIII.
ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.


COUNTY OF LAKE:

Chair, Board of Supervisors

ATTEST:
SUSAN PARKER
Clerk of the Board of Supervisors

By: _____

CONSULTANT:



Emma Del Vento, Business Group Leader

APPROVED AS TO FORM:
CARLOS TORREZ
Senior Deputy County Counsel

By: 



EXHIBIT A

→ [Cover Page](#)

Solicitation No. 251051

2024 Pavement Rehabilitation

Construction Contract Administration, Inspection,
and Materials Testing

Emma Del Vento: Authorized GHD Signatory
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

County of Lake • April 1, 2025

→ **The Power of Commitment**





2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

916.372.6606
www.ghd.com

Mr. Glen March, Public Works Director
Lake County Department of Public Works
255 North Forbes Street
Lakeport, CA 95453

April 1, 2025

**Re: 2024 Pavement Rehabilitation Project | Construction Contract
Administration, Inspection, and Materials Testing | Solicitation No. 251051**

Dear Mr. March,

The Lake County Department of Public Works has allocated over \$84 million to implement an ambitious five-year Pavement Rehabilitation Program, with \$51.4 million specifically designated for targeted areas, including the Cobb Mountain region. As the Program enters its third year, the County is seeking a consulting firm to oversee construction contract administration, inspection, and materials testing for 16 miles of pavement rehabilitation in the Cobb Mountain area. GHD is committed to being your partner in this important project.

GHD understands the significance of this project to the County and its residents. We have carefully selected our team based on their proven collaboration on similar projects and their expertise in constructing new and rehabilitated roads and highways. Our Resident Engineer/Project Manager (RE/PM), **Tim Dillenburg**, has over 25 years of experience in pavement rehabilitation and maintenance methods, including full-depth reclamation (FDR), crack seal, slurry seal, cape seal, digouts, and overlays. As a Caltrans-Certified Local Agency Resident Engineer, Tim has successfully built hundreds of capital improvement projects for various agencies. He is well-versed in federal project requirements and documentation, allowing him to produce comprehensive and federally compliant project files.

Stacey Mauer and **Jane Rozga** will support Tim in overseeing project management, offering technical resources, strategic guidance, and lessons learned to ensure project goals align with the County's expectations and objectives. Our inspectors and discipline engineers bring extensive pavement construction experience totaling over 80 years. **Nick Magliulo**, a recent Lake County resident, consistently demonstrates his ability to collaborate effectively with contractors, ensuring that projects adhere to contract specifications and are completed correctly the first time. With over 25 years of experience leading multi-million-dollar construction projects, **Karl Meyers** is well-known in the industry for his knowledge of bituminous seals and other pavement preservation treatments. As the former Vice President of Operations of Telfer Oil, Karl possesses an unmatched understanding of the materials that are used, the mix design, and the field application. Additionally, **RGH Consultants** complements our team with over 30 years of experience in delivering materials testing, special inspections, and maintaining a laboratory offering the most relevant and thorough materials testing in Northern California. In addition to the QA testing provided by RGH, GHD has proactively identified some QC testing that will be required by RGH during the pulverization work. This is discussed further in RGH's qualifications section on page 8.

Our team recognizes that the effectiveness of any construction documentation system relies heavily on the quality of the data collected. We are diligent record keepers, maintaining everything from pre-construction photo logs to final as-built drawings. For project management and documentation, we utilize CMIS software, ensuring consistency in data entry and compliance with the Caltrans Local Assistance Procedure Manual (LAPM). Our accurate and detailed field records provide lasting value by allowing straightforward information and complete contract administration that will check all the boxes during an audit.

The County will benefit from a partnership with GHD, as we offer a variety of in-house services to address emerging challenges. We will deliver the project with minimal input from the County, freeing up County staff to focus on other commitments. Our team has the necessary financial management and accounting systems and a long history of successfully delivering projects with the Federal Highway Administration and Caltrans. Many of our team members have lived or live in Lake County. As such, we are vested in this project and dedicated to building long-term community relationships.

Sincerely,

Emma Del Vento, AICP, PMP, LEED AP
Business Group Leader | Authorized Signatory
425.412.6249
emma.delvento@ghd.com

Stacey Mauer, PMP, CPPM
Project Director
808.470.4505
stacey.mauer@ghd.com

Tim Dillenburg, CCM, QSD/P
RE/PM - Proposal Contact
707.236.1545
tim.dillenburg@ghd.com

→ Cover Letter



☞ = Key Personnel

Project Director

Stacey Mauer, PMP, CPPM

RE/PM

Tim Dillenburg, CCM, QSD/P

QA/QC | Technical Advisor

Jane Rozga, PE, CDT

Inspection/Discipline Support

Nick Magliulo	Lead Inspector ☞
Karl Meyers	Pavement Coatings Inspector ☞
Frank Penry	Traffic Engineer
Crystal Prairie	Project Coordinator
RGH Consultants	Materials Testing

→ Consultant Qualifications

Proven Expertise for Reliable Pavement Solutions

Our team brings extensive knowledge and decades of experience in pavement preservation, enabling us to effectively identify and address potential issues early, minimizing delays and avoiding unnecessary cost overruns. The roads selected for the 2024 Pavement Rehabilitation project closely align with those treated in the County of Sonoma's recent 2024 Roads to Restoration project and the 2023 Fire Recovery Paving Phase II project. With a proven track record of success on similar projects (shown in the projects below), we are well-versed in the County of Lake's specific requirements and needs, ensuring a seamless and efficient project execution.

Our proposed team was carefully selected to leverage each member's expertise that aligns perfectly with the project scope of work. We have included FDR experts with over 25 years of experience constructing FDR projects with Caltrans,

the County, and other local agencies. Additionally, we have a bituminous seal expert so knowledgeable in his field that he can make mix design and application rate adjustment recommendations in the field to account for weather, moisture, and other unforeseen field conditions.

This depth of knowledge and understanding of the work allows the GHD team to make quick decisions in the field to keep the project moving, and to manage the Contractor to achieve the best possible outcome with little to no input from the County of Lake and its design team. We will work closely with the Contractor to integrate constructability considerations and best practices while applying lessons learned to ensure an optimal and successful project outcome, as we have done with all of the projects highlighted below. We offer an unparalleled working knowledge of the LAPM documentation and procedural requirements, familiarity with Lake County, and working expertise in remote locations on narrow roads to successfully deliver the 2024 Pavement Rehabilitation project.



2024 Roads to Restoration Fire Damage Project County of Sonoma, Sonoma, CA | 2024 – 2025

The County's \$7 million 2024 Roads to Restoration project continued the aggressive initiative to improve the County road system. GHD provided a RE and inspection staff for this project which involved 76,000 square yards of FDR-C and 19,000 tons of asphalt concrete overlays, flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control, repairing pavement structural section, cold planning, shoulder backing and traffic striping, markings, and signage.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Director; Crystal Prairie, Office Engineer/Inspector; Nick Magliulo, Inspector | **Reference:** Anthony Moore, PE, Senior Civil Engineer | P: 707.565.2958, E: Anthony.Moore@sonoma-county.org



2023 Fire Damage Recovery Pavement Preservation Project County of Sonoma, Sonoma, CA | 2023

The goal of this \$11 million project was to repair the roads damaged by fires and subsequent reconstruction efforts and to extend the service life of the streets by 10 to 20 years. The team consisted of the Resident Engineer, inspectors, and support staff to provide the full construction management of placing 26.65 miles of asphalt concrete overlay, cape seals, chip seals, and slurry seals on various county roads. The work also included installing metal beam guardrails, localized pavement repairs, cold planning, shoulder backing, and delineating the new pavement surface through striping and signage. GHD collaborated closely with the county and the contractor to repair the damaged roads on time and within budget.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Director; Karl Meyers, Inspector; Crystal Prairie, Office Engineer | **Reference:** Anthony Moore, PE, Senior Civil Engineer | P: 707.565.2958, E: Anthony.Moore@sonoma-county.org



South County Pavement Rehabilitation Napa County, Napa, CA | 2024

The County of Napa hired GHD to provide the RE and construction inspection services to rehabilitate five roadways and trails. The project included the reconstruction of the roads by the FDR method or remove and replace full road width, digouts, crack and fog seals, box culvert construction, HMA overlays, rock slope protection, striping, signage, and monument preservation.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Director; Crystal Prairie, Project Coordinator; Nick Magliulo, Inspector | **Reference:** Nate Galambos, Engineering Manager | P: 707.259.8371, E: Nate.Galambos@countyofnapa.org



Southwest and Commerce Roundabout City of Rohnert, Rohnert, CA | 2020 - 2022

GHD provided turn-key construction management, and inspection services for the city's first roundabout. The project included roadway rehabilitation to install new curbs and gutters, specialty curbs, and pedestrian sidewalks. The work also included a new water main and storm drain upgrade, bioretention areas and irrigation system, landscaping, street lighting, green bike lanes, and signage upgrades. This project significantly reduced the delay times of traditional traffic patterns and created

more safeguards for pedestrians and bicyclists without having to completely stop traffic flow.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Manager; Crystal Prairie, Project Coordinator, Inspector |
Reference: Terrie Zwillinger, CIP Program Manager | P: 707.588.3331, E: tzwillinger@rpcity.org



E. Cotati Street Rehabilitation City of Cotati, Cotati, CA | 2019

GHD oversaw the construction and inspection of various upgrades, including enhanced driveways and pedestrian curb ramps to comply with accessibility standards and removing and replacing sidewalk and gutter sections to restore proper drainage. The project also involved replacing trees, landscaping, and irrigation within the existing median and park frontage. GHD coordinated with Caltrans Local Assistance for NEPA compliance and documentation, and utility and right-of-way certification. The team also

upgraded striping, markings, and signage. Clear communication and coordination with the adjacent entities, including the SMART passenger rail service, the City of Rohnert Park, and the Sonoma County Water Agency, were critical to the project's success. GHD strictly adhered to a project schedule that met the submittal deadline for the federal fiscal year to secure One Bay Area Grant funding for construction. GHD prepared all necessary paperwork and coordinated with Caltrans to complete construction on time.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Director; Crystal Prairie, Construction Inspector |
Reference: Craig Scott, Director of Public Works | P: 707.665.3620, E: CScott@cotaticity.org



2021 Pavement Preservation Project County of Sonoma, Sonoma, CA | 2020 - 2021

GHD provided construction management services for this \$13 million project focused on rehabilitating 28 miles of county roads, including seven miles of full-depth reclamation (FDR). GHD conducted work at 10 project sites and involved sections that required removing and replacing road segments and asphalt concrete overlay treatments. Additional contract work included replacing culverts, installing ADA-compliant sidewalks and curb ramps, traffic striping and markings, and other roadway improvements.

The project faced several challenges, including simultaneous work at six or more locations, some of which were remote areas with unreliable cell service. Traffic control, resident access, and safety was a priority at all sites.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Director; Crystal Prairie, Construction Inspector; Karl Meyers, Inspector |
Reference: Anthony Moore, PE, Senior Civil Engineer | P: 707.565.2958, E: Anthony.Moore@sonoma-county.org



Redwood Drive and Cypress Avenue Pavement Rehabilitation City of Cotati, Cotati, CA | 2024

The City of Cotati received State Local Partnership Program funds to rehabilitate 1.5 miles of pavement on Redwood Drive and Cypress Avenue. The project included replacing signage, upgrading bicycle and pedestrian facilities, enhancing traffic calming features, and making curb ramps ADA-compliant. Different pavement treatments were applied such as FDR, full remove and replace sections, and slurry seal treatments, based on roadway conditions. GHD provided RE and construction inspection services to

complete the project on time and within budget.

Key Personnel: Tim Dillenburg, RE/PM; Karl Meyers, Construction Inspector; Crystal Prairie, Project Coordinator
Reference: Craig Scott, Director of Public Works | P: 707.665.3620, E: CScott@cotaticity.org



Airport Boulevard Road Rehabilitation Napa County, Napa, CA | 2021

Napa County selected GHD as its on-call engineering consultant in 2020. Since then, we've completed 23 task orders, including the Airport Boulevard Rehabilitation project, which involved a FDR-C roadway reconstruction, curb ramps, traffic signal upgrades, and storm drain improvements. GHD secured permits and managed construction, rebuilding 4,500 feet of roadway, nine ADA-compliant curb ramps, and adding bike lanes.

Key Personnel: Tim Dillenburg, RE/PM; Jane Rozga, Project Manager; Crystal Prairie, Construction Inspector |
Reference: Sonja El-Wakil, Associate Engineer | P: 707.259.8383, E: Sonja.El-Wakil@countyofnapa.org

→ RE/PM Qualifications

Tim Dillenburg, CCM, QSD/P Resident Engineer/Project Manager

Location

Santa Rosa, CA

Years Experience

Total: 25

Certifications/Accreditations

Certified Construction Manager

Qualified Stormwater Pollution Prevention Plan Developer/Practitioner #7859

Certificate, Caltrans Local Agency Resident Engineer

Certificate, Professional of Erosion and Sediment Control, EnviroCert International, Inc.



Why Tim?

- ✓ Strong leadership to guide and motivate his team.
- ✓ Exemplary communication skills to clearly convey information to diverse stakeholders.
- ✓ Technical proficiency in construction methods, materials, and regulations.
- ✓ Adaptability to adjust to changing requirements and unforeseen challenges with flexibility and resilience
- ✓ Risk management strategist to minimize safety, financial, environmental, regulatory, and constructability risks
- ✓ Knowledgeable of federal funding compliant documentation.

Relevant Experience

2024 Roads to Restoration Fire Damage Project | County of Sonoma | Sonoma, CA | RE/PM. Tim served as the RE/PM and oversaw construction management and inspection services to reconstruct fire-damaged county roads by the FDR method and pavement with HMA surfacing. The work involved culvert replacement, headwall construction, vegetation removal, ditch grading, new guard rail, striping, and shoulder backing improvements. Despite logistical challenges, Tim overcame the obstacles to deliver this fast-paced project on budget for the County of Sonoma.

Reference: Anthony Moore, PE, Senior Civil Engineer |
P: 707.565.2958, E: Anthony.Moore@sonoma-county.org

2023 Fire Damage Recovery Pavement Preservation Project | Sonoma County | Sonoma, CA | RE/PM. Tim served as the RE/PM and oversaw construction management services to repair the roads damaged by fires and subsequent reconstruction efforts and to extend the service life of the streets by 10 to 20 years. Construction included placement of 26.65 miles of asphalt concrete overlay, asphalt surfacing removal and replacement, cape seals, chip seals, and slurry seals. Tim worked closely with the county and contractor to repair the damaged roads.

Reference: Anthony Moore, PE, Senior Civil Engineer |
P: 707.565.2958, E: Anthony.Moore@sonoma-county.org

South County Pavement Rehabilitation | Napa County | Napa, CA | RE/PM. Tim served as the RE/PM and oversaw construction management services to reconstruct roads by FDR and street resurfacing by HMA overlay. A new box culvert and junction structure was constructed with wing walls, drainage channel modifications, and armouring. A mixed-use path was



What clients say

Tim and GHD's team demonstrated strong project oversight, effectively coordinating with contractors, and stakeholders public and private. Their proactive approach in identifying and mitigating risks contributed to a smooth construction process with minimal disruptions. Their knowledge of materials, quality control measures, and budget management was invaluable in delivering a durable and cost-effective final product. With Tim managing the project, the time required by County staff was really minimized, and project updates were provided at our specified frequency with concise language for quick review."

– Forrest Corson, CCM
Capital Projects Manager, Sonoma County
Public Infrastructure | 707.565.2253
Forrest.Corson@sonoma-county.org

also resurfaced, and new striping and markers were installed at all locations, with green bike lane conflict markings.

Reference: Nate Galambos, Engineering Manager |
P: 707.259.8371, E: Nate.Galambos@countyofnapa.org

Southwest and Commerce Roundabout | City of Rohnert Park | Rohnert Park, CA | RE/PM. Tim served as the RE/PM

and oversaw construction management services to provide a much-needed facelift to an underserved community. Construction included sound wall facade improvements, new sidewalks, and Americans with Disability Act (ADA) compliant pedestrian ramps, a new street lighting system, irrigation and landscaping, full street reconstruction, and striping improvements. Tim worked as extended City staff to bring this state-funded project to a successful completion.

Reference: Terrie Zwillinger, CIP Program Manager, Department of Public Works | P: 707.588.3331, E: tzwillinger@rpcity.org

E. Cotati Street Rehabilitation | City of Cotati | Cotati, CA | RE/PM. Tim served as the RE and oversaw construction management services to upgrade driveways, pedestrian curb ramps, sidewalks and gutters, striping, markings, and signage. He coordinated with Caltrans Local Assistance for NEPA compliance and documentation, and utility and right-of-way certification. Tim's clear communication and coordination with the adjacent entities, including the SMART passenger rail service, the City of Rohnert Park, and the Sonoma County Water Agency, were critical to the project's success. He strictly adhered to a project schedule that met the submittal deadline for the federal fiscal year to secure One Bay Area Grant funding for construction.

Reference: Craig Scott, Director of Public Works | P: 707.665.3638, E: CScott@cotaticity.org

2021 Pavement Preservation Project | Sonoma County | Sonoma, CA | CM. Tim served as the RE and oversaw construction management services to rehabilitate 28 miles of county roads, including seven miles of FDR. Work at the 10 project sites included sections requiring removal and replacement, asphalt concrete overlay pavement treatments, culvert replacements, ADA sidewalk and curb ramp installation, traffic striping and markings, and associated roadway work. Challenges included concurrent work at six or more locations, including some remote sites without reliable cell service. Traffic control was a priority everywhere but was especially challenging on narrow, windy roadways in proximity to schools.

Reference: Anthony Moore, PE, Senior Civil Engineer | P: 707.565.2958, E: Anthony.Moore@sonoma-county.org

Redwood Drive and Cypress Avenue Pavement Rehabilitation | City of Cotati | Cotati, CA | RE/PM. Tim served as the RE and oversaw construction management services to rehabilitate 1.5 miles of pavement. The project included replacing signage, upgrading bicycle and pedestrian facilities, enhancing traffic calming features, and making curb ramps ADA-compliant. Different pavement treatments were applied based on roadway conditions. GHD managed project approvals, environmental documentation, design, right of way, grant administration, and construction engineering. Tim ensured alignment with City planning documents and supported presentations, CEQA documentation, right-of-way certification, and funding allocation submissions.

Reference: Craig Scott, Director of Public Works | P: 707.665.3620, E: CScott@cotaticity.org

Airport Boulevard Road Rehabilitation | Napa County, Napa, CA | RE/PM. Tim served as the RE/PM and oversaw construction management services to rehabilitate Airport Boulevard using the FDR method. The project included adding new bicycle lanes, updating curb ramps to meet ADA requirements, modifying and upgrading a traffic signal, relocating utilities, and coordinating with various other adjacent construction projects.

State Farm Drive Rehabilitation | City of Rohnert Park | Rohnert Park, CA | RE/Inspector. Tim served as the RE and oversaw construction inspection activities to reconstruct 20,000 square yards of roadway with a 16-inch-deep FDR-C section, repaved with three inches of HMA. Other improvements included curb ramps to meet ADA standards, rectangular rapid flash beacons to improve pedestrian visibility, and roadway re-striping. Challenges included high traffic volume, the COVID-19 pandemic, and material shortages. As the on-site inspector, Tim supervised other Inspection staff and worked closely with the contractor, the County of Sonoma Materials Lab, and City staff to expedite the work and

provide claims prevention strategies. Tim performed all resident engineer and inspection services as required by the LAPM, including administration support to handle all the invoicing and document compliance with Caltrans.

Snyder Lane Rehabilitation | City of Rohnert Park | Rohnert Park, CA | CM/Inspector. Tim oversaw construction and inspection activities for this rehabilitation project, which was built by using the FDR-cement method, saving the City money by reusing materials and treating the existing deficient structural section in place. Approximately 5,500 tons were paved in two nights to help minimize the public impact on this heavily traveled road. Tim processed submittals and requests for information (RFI) and prepared field directives, contract change orders (CCO), progress payments, and daily inspection reports.

Downtown Civic Center Project | City of Cotati | Cotati, CA | RE/CM. Tim served as RE and oversaw construction services to implement new ADA-compliant pedestrian ramps, stamped decorative asphalt and increased visibility crosswalks, a full street rehabilitation, and new signs and striping to provide buffered bike lanes throughout the corridor from Highway 101 to the heart of Downtown Cotati. Tim successfully delivered this project on time and under budget.

Transportation and Public Works Road Improvements | County of Sonoma | Sonoma, CA | RE/Inspector.* Tim served as the RE and oversaw construction services on a \$7 million bonded wearing course and overlay project at various locations within the County. He oversaw all facets of construction management, including, but not limited to, communication and coordination with County staff (various departments), documentation of day-to-day activities, document preparation and/or processing (e.g., submittals, RFIs, field directives, CCOs, and progress payments. Tim also provided construction inspection for multiple crews, claims prevention, and resolution.

Highway 12 Corridor Improvements - Phase 2, Stage 2 | County of Sonoma | Sonoma, CA | CM/RE.* Tim oversaw the construction of pedestrian and bicycle facilities, road widening, realignment, and re-construction of a state highway, as well as the installation of new curbs, gutters and sidewalks, box culvert extension, stormwater treatment devices, a new street lighting system, and traffic signal modifications. Tim managed the inspection personnel and processed RFIs, submittals, field directives, and CCOs. Other duties included the coordination and communication with Caltrans oversight engineers, and the relocation of Pacific Gas & Electric (PG&E) gas and electric facilities and AT&T and Comcast utilities.

Various Transportation Projects: 2010 American Recovery and Reinvestment Act Overlay and 2010 & 2013 Overlay and bonded Wearing Course Projects | County of Sonoma, Transportation and Public Works | Sonoma County, CA | CM/RE, Inspector.* Tim oversaw the construction of several federally-funded street resurfacing projects in Sonoma County. The projects typically involved ADA improvements, localized digout repairs and/or leveling course, pavement reinforcing fabric, HMA overlays or a thin lift Bonded Wearing Course treatment, and new striping improvements. Tim was responsible for the day-to-day communication and activities, including, but not limited to, submittal and RFI review and processing, progress schedules, daily inspection reports, Weekly Statement of Working Days, and contract management. Tim also filled in as the on-site inspector, providing supervision and coordination of other inspection staff.

** Project completed prior to working at GHD Inc.*

→ Team Member's Qualifications

“The GHD team surpassed all expectations and had to, at times, go out of their way to assist. I am looking forward to the next project with this team.”

— Jason Benson, Senior Engineer, City of Ukiah, CA

Key Team Members

Daniel Lozano | Lead inspector | 10 Years of Experience

MBA in Sustainable Enterprise Dominican University, CA, BS in Business Administration, Sonoma State University, Rohnert Park CA

Key Technical Skills: Construction inspection, FDR pavement rehabilitation method, and HMA paving

Daniel brings nearly a decade of experience, managing field paving operations across a wide range of municipal and private infrastructure projects. He has successfully led all phases of execution, including asphalt production coordination, trucking logistics, equipment mobilization, and daily crew oversight. Known for delivering projects on time and within budget, Daniel thrives under pressure and consistently adapts to challenging site conditions. His proactive communication, attention to detail, and field-driven problem-solving ensure efficient, high-quality results. A certified CPR responder, Daniel prioritizes safety while maintaining productivity. His “go-getter” mentality and hands-on leadership style make him a reliable asset on any paving project.

Responsibility: Daniel will ensure that construction projects comply with approved plans, specifications, codes, and safety regulations and will maintain quality control, ensuring safety, and verifying that work meets industry and regulatory standards. Specific tasks will include reviewing and confirming surveyed intersections and driveways to verify drainage patterns; inspecting the lowering and raising of existing utilities; on-site inspecting and documenting of pulverization operations; communicating with impacted residents and businesses; monitoring traffic control, documenting labor, equipment, and daily quantities; coordinating quality assurance testing; and reviewing and enforcing quality control methods to ensure that pulverization and paving is compliant with the specifications and achieve the intended project goal.



Karl Meyers | Pavement Coatings Inspector | 25 Years of Experience

BA, Zoology, Botany, and Outdoor Recreation, San Diego State University, San Diego, CA

Key Technical Skills: Construction inspection, pavement coatings, construction industry legal knowledge

Karl is a senior construction inspection and management leader who oversees multi-million-dollar construction projects in both the public and private sectors. He is a licensed general engineering contractor in seven states, including California, and is recognized throughout the industry for consistently delivering high-quality projects on time and within budget. For 23 years, Karl served as Vice President of Operations for Telfer Pavement Technologies, where he developed his knowledge of asphalt emulsions and pavement preservation treatments. Karl has developed into a subject matter expert (SME) at GHD for bituminous seals. He has provided construction inspection for countless miles of surface treatments for Caltrans, various counties, and other local agencies in Northern California. When local agencies have an upcoming seals project, they often call upon Karl with their questions about recommended treatments.

Responsibility: Karl will ensure that the double chip seal applied to the pulverized surfaces meet industry standards and project specifications. He will conduct surface assessments and make application recommendations based on the current field conditions, and monitor prime coating applications and emulsion spread rates. He will inspect chip spread rates, coverage, and fog seal applications. Additionally, Karl will verify environmental conditions, monitor sweeping schedules, and prepare inspection and photo documentation of the seals work on a daily basis.

Why Daniel and Karl?

- ✓ Technical proficiency — in-depth knowledge of construction methods and materials
- ✓ Ability to work independently and coordinate with those impacted by the work
- ✓ Detailed oriented and great communication skills
- ✓ Keen understanding of local, state, and federal regulations
- ✓ Knowledgeable of safety and environmental standards
- ✓ Earns respect and cooperation from contractors through proactive coordination and partnering.



Support Team Members



Stacey Mauer | PMP, CPPM | Project Director | 16 Years of Experience

Project Management Professional | Certified Practicing Project Manager, Australian Institute of Project Management | Diploma, Project Management, Scope Training Pty Ltd., Subiaco, WA | Certified Prince2 Foundation, Axelos, PeopleCert, 2021

Stacey drives results as an analytical project management professional with 16 years of experience in engineering, construction, and information and communication technology projects. With a keen eye for risk management and a strong foundation in business analysis, Stacey effectively navigates complex projects while fostering cross-functional collaboration among diverse teams. She skillfully oversees subcontractor contracts and meticulously manages budgets, costs, and task order invoicing. Stacey is committed to fostering strong partnerships with clients, working closely to develop comprehensive frameworks for project controls. Her proactive approach optimizes operational practices and enhances project outcomes, ensuring that every endeavor yields the highest possible return on investment.

Responsibility: *Stacey will manage the project's execution and strategic direction. She will provide leadership, coordination, and risk management, ensuring that project goals meet the County's expectations and objectives.*



Jane Rozga | PE, CDT | QA/QC, Technical Advisor | 40 Years of Experience

MBA, Business Administration, University of California, Berkeley | BS, Civil Engineering, Stanford University | Civil Engineer, CA # 39887; Construction Documents Technologist (CDT), Construction Specification Institute | ACEC Fellow (FACEC)

Jane has led GHD's construction management in California since 2017. With 40 years in the industry, she excels in managing complex public construction projects involving diverse stakeholders. Nationally recognized, Jane serves on the Engineers' Joint Contract Documents Committee and the Construction Subcommittee, contributing to industry-standard contract documents. Her expertise spans road rehabilitation, public facilities, and utilities. Jane is proficient in project delivery planning, alternative analyses, scheduling, budgeting, specification development, project controls, and constructability reviews. She adeptly handles environmental compliance, utility conflict resolution, collaborative delivery methods, change management, stakeholder engagement, and conflict resolution, ensuring efficient and stakeholder-responsive project outcomes. Jane served as Project Director or Project Manager on all of our highlighted projects on pages 2 and 3.

Responsibility: *Jane's extensive experience in project delivery and specific expertise in construction management make her exceptionally well-suited to serve as a technical resource and provide QA/QC for this project.*



Frank Penry | PME, TE, PTOE | Traffic Engineer | 27 Years of Experience

BS, Civil Engineering, California State University, Chico, CA | Civil Engineer, CA #62785 | Traffic Engineer, CA #2304 | Professional Traffic Operations Engineer #1603

Frank has an extensive career in transportation planning and traffic engineering design. He has managed a variety of transportation studies and design projects, ranging from small development impact studies to major roadway improvements. As the City Traffic Engineer, he has served the cities of Petaluma, Cotati, Sonoma, Windsor, and Fortuna, where he administered and developed municipal traffic engineering programs. Frank is knowledgeable in various traffic engineering design standards and encroachment requirements. His expertise includes traffic signals, roundabouts, traffic calming measures, streetscape design, construction traffic management, detours, and control plans.

Responsibility: *Frank will review traffic control plans, coordinate with stakeholders, implement traffic control devices, and is available to assist with monitoring traffic conditions to maintain road safety and minimize impacts on the traveling public.*



Crystal Prairie | Project Coordinator | 20 Years of Experience

20 Years of Administrative Experience | 14 Years of Experience with Public Sector Projects | Skilled in project coordination, federal and state grant management, federal funding compliant documentation, and construction inspection

Crystal has 15 years of experience in the public works field, managing multi-million-dollar projects for both municipal governments and the private sector. She gained much of her expertise through various roles in city government, serving as a finance technician and public works project analyst. Currently, Crystal works as a project coordinator with GHD, where she successfully manages multiple projects at the same time. She has extensive knowledge of federal and state grant management from diverse funding sources, budget monitoring, construction management, and inspection. Crystal served as the Project Coordinator and/or Construction Inspector for all the highlighted projects described on pages 2 and 3.

Responsibility: Crystal will develop comprehensive project plans and timelines to guide the construction process; coordinate allocation of resources, monitor the budget; facilitate communication among the County, contractor, and teams to facilitate clear communication; maintain accurate documents; identify potential risks, ensure work meets established quality standards and complies with relevant regulations; and address issues to minimize delays and maintain project continuity.



Materials Testing Subconsultant

RGH Consultants, based in Santa Rosa, have collaborated with GHD on several projects and will provide materials testing services. Since 1991, RGH has developed extensive knowledge of Northern California soils, quarry products, and asphalt concrete. The firm operates a laboratory that conducts comprehensive and relevant testing of materials in the region, adhering to various quality management systems validated by accrediting agencies such as AASHTO Re:source and Caltrans. In addition to these accreditations, RGH also holds certifications from the Cement and Concrete Reference Laboratory, the Division of the State Architect, and the U.S. Army Corps of Engineers, allowing the laboratory to work on public sector projects. Furthermore, laboratory technicians hold individual certifications from organizations such as the National Institute for Certification in Engineering Technologies, the American Concrete Institute, and Caltrans to ensure compliance with quality management systems and maintain accreditation for specific tests.

Responsibility: RGH will provide Quality Assurance Testing for the pulverization and HMA paving utilizing it's Lake County resident staff. Section 30-2.01D of the Standard Specifications was modified by the Special Provisions and consequently the Contractor is not required to provide the typical quality control testing per Caltrans Standards. GHD has identified the need for the on-site "wet-density test 216" that is usually part of the QC testing for FDRs and has proactively included it in RGH's fee so that it is not an unforeseen added cost to the County of Lake at a later date.

→ Scope of Work

Our scope of work will enhance the durability, safety, and compliance of your roadway infrastructure and deliver long-term economic and social benefits by creating a safer and more reliable transportation network.

GHD has been collaborating with local agencies to rebuild communities devastated by recent fires. The damage was tragic, and the road to recovery has been long. The 2024 Lake County Pavement Rehabilitation project is a continuation of GHD's extensive efforts over the past few years to reconstruct roads for the County of Sonoma. We recognize the challenges of working remotely on narrow, winding roads far from the asphalt plant, including the logistical complexities of coordinating truck movements. Despite the Contractor's schedule, we prioritize residents' needs, such as escorting them to medical appointments. We understand that even though these areas have burned before, residents remain concerned about

ongoing fire risks during the work. To address this in the past, we have arranged for additional water trucks on-site and have even coordinated with local fire departments for advanced emergency notifications so that we could open the road. Many situations cannot be anticipated in the Contract Documents, but our repeat clients trust us because we not only understand the work and materials but also the unwritten aspects that ensure success, minimize risk, proactively address public safety, and accommodate specific concerns like increased recreational or agricultural traffic.

GHD possesses the expertise and understanding of the work and materials necessary to identify when the pulverizer is penetrating too deeply into the native material, potentially causing compaction issues. We can determine when supplemental aggregate base needs to be added to the grade to support an inadequate existing structural section. GHD will not need assistance or recommendations from the County of Lake for materials issues. We can address failing compaction

tests and collaborate with our Geo-technical Engineer and the Contractor to resolve and overcome any discrepancies.

GHD is committed to delivering a collaborative team effort, working seamlessly with internal staff, RGH, and the Contractor to ensure the County of Lake receives the highest quality project. Our approach prioritizes cooperation over disputes, avoiding unnecessary claims and fostering a productive environment.

Task 1 Project/Contract Management

Task 1.1 Project Management

Budget and Schedule Management. Tim Dillenburg, RE/PM, will prepare and maintain the budget and schedule to ensure the project stays on track.

Team and Safety Instructions. Tim will develop and distribute team and safety instructions to make sure all team members are informed.

Routine Progress Reporting. Tim will conduct regular progress reporting to keep stakeholders updated on the project's status.

Task 1.2 Contract Management

Coordination with County Staff. GHD's construction management team (CMT) will act as an extension/adjunct of the County's staff and coordinate with the County to discuss project details, review schedules, and provide review drafts.

Final Documentation. The CMT will produce final documentation ready for the County's signature, ensuring all necessary approvals and signatures are obtained.

Contract Interpretation. The RE/PM will interpret the contract documents to ensure project activities align with the specified requirements.

Staffing and Updates. The RE/PM will assure sufficient and qualified staff to deliver the project, provide periodic updates, coordinate meetings and telephone calls, and transcribe and distribute meeting notes.

Task 1.3 Project Coordination

Daily/Weekly Updates. Our team will work independently to deliver the project, and we will coordinate with County staff if necessary to discuss and address project issues through daily/weekly email updates of activities, work accomplished, and issues that arise.

Stakeholder Coordination. The CMT will coordinate with businesses, residents, and other project neighbors to assure smooth project execution and address any concerns.

Task 2 Pre-Construction Services

Task 2.1 Review Construction Contract Documents

Document Review. The CMT will review plans, specifications, environmental documents, and permits to ensure a comprehensive understanding of project requirements.

Task 2.2 Facilitate a Pre-Construction Meeting

Meeting Organization. The RE/PM will organize and schedule a meeting with the County, design team, utility companies, Contractor, subcontractors, and other stakeholders to discuss the project scope, requirements, construction schedule,

mitigation measures, and any issues identified during the plan review.

Agenda and Minutes. The RE/PM will prepare and distribute the agenda, meeting minutes, and project contact list. Additionally, we will organize the project folders and documentation for easy retrieval.

Task 3 Construction Contract Administration, Inspection, and Materials Testing

Task 3.1 Facilitate Project Meetings

Progress Meetings. GHD will conduct weekly progress meetings and other technical or regularly scheduled coordination and progress meetings throughout the project.

Agenda and Minutes. The RE/PM will prepare the agenda, describing key issues, schedule status, and potential change orders, and distribute notes to meeting participants.

Task 3.2 Review the Construction Schedule

Schedule Monitoring. The RE/PM will review and monitor the Contractor's schedule for conformance with the specifications and reasonableness of activity durations and sequence.

Coordination and Review. The RE/PM will coordinate the County's and Designer's review comments, meet with the Contractor to discuss and clarify any significant issues, and review revised schedules.

Impact Analysis. The RE/PM will review the schedule to determine the weather and change order impacts on the construction schedule and review the Contractor's schedule updates.

Task 3.3 Construction Contract Administration

Inspection Services. GHD inspectors, led by Nick Magliulo, will provide inspection services. He will review the work on site to confirm that it is in accordance with the Contract Documents. Nick will take photographs, as necessary, to document the Contractor's activities and progress, and provide daily/weekly inspection reports based on direct observation of the work progress. During the pulverization phase there will also be a crew installing the surface treatment at other locations. There will be approximately 30 working days where 1 person may not be capable of competently inspecting the two operations. GHD has included the cost for 30 days of a second inspector.

Contract and Administration. We will administer the contract in conformance with Caltrans Local Assistance Procedures Manual Chapter 16, notify the County immediately of any errors or omissions in the Contract Documents; and coordinate all administrative, inspection, and testing activities.

Plan and Specification Interpretation. We will interpret the intent of the plans and specifications and coordinate with the County's Design Consultant for approvals, as required.

Task 3.4 Maintain Project Records and Tracking Logs

Record Maintenance. The RE/PM will maintain project records, including daily logs, weekly report of working days, inspection reports, compliance testing results, photos, measurement of quantities, schedules, submittals, requests for information

(RFI), requests for change orders (RFC), potential change orders (PCO), change orders, monthly pay requests, material certificates, issues, and correspondence.

Organized Documentation. The project records will be a combination of a web-based management system and project-specific reports. We will maintain these records in an organized manner for quick reference.

Task 3.4.1 Prepare Progress Pay Requests

We will review and evaluate the monthly quantities for the work performed during the pay period. GHD tracks daily quantities and generates Quantity Calculation Sheets (QCS), and Progress Pay Estimates (PPE) to recommend payment to the Contractor. As required by the LAPM, the daily reports match the QCS and PPE to accurately account for every dollar spent.

Task 3.4.2 Prepare Weekly Summary Reports

The RE/PM will prepare and submit a weekly County progress report, including a construction progress summary, three-week look-ahead, status of issues and summary logs for submittals, RFIs, and PCOs.

Task 3.4.3 Respond to RFIs

The RE/PM will coordinate, evaluate, and manage RFI responses to confirm the Contractor-posted RFIs, coordinate with the Designer on field status (if required), track progress, review responses, and confirm the Contractor's response receipt. We will coordinate with appropriate parties to assist in developing responses and will take the lead on inquiries not related to design.

Task 3.4.4 Prepare PCOs and Change Orders

The RE/PM will coordinate and manage change orders, including logging and reviewing them in conjunction with the Designer and the County, assisting in determining changed conditions and scope definition, developing independent cost estimates, assisting with negotiation, and incorporating change orders into the construction contract.

Task 3.4.5 Coordinate Submittal Reviews

We will coordinate the submittal review process, including confirming Contractor submittal information posted to the document platform and reviewing, as needed; and the Designer's response, coordinating with the Designer on field status, tracking progress, reviewing responses, and posting responses. The PM/CM and Inspector will review shop drawings, materials, test reports, and manufacturers' data to understand installation requirements and identify potential issues.

Task 3.4.6 Monitor Permit Compliance

We will monitor the Contractor's compliance with construction permits, traffic and pedestrian control plans, and environmental regulations. The PM/CM will coordinate with the Designer and Inspector for compliance and will recommend a course of action to the County if required measures are not met.

Task 3.4.7 Monitor Record Drawings

The PM/CM will require the Contractor to maintain construction record drawings in coordination with the progress pay request.

Task 3.4.8 Monitor Labor Compliance

The RE/PM will perform labor compliance tasks, including verifying certified payrolls, subcontractor utilization, and labor interviews.

Task 3.4.9 Perform Claims Management

We will analyze potential claims for additional compensation submitted during the construction period and make recommendations to the County for resolution. The RE/PM will coordinate and monitor claims response preparation, logging, and tracking claims status. The RE/PM will also assist in mitigating any potential project claim. *Support in defending any construction claims will be negotiated as an extra service.*

Task 3.5 Materials Testing

RGH Consultants will assist the CMT by providing materials testing per the Contract Documents and the County Quality Assurance Program. **In accordance with section 30-2.01D of the special provisions, the Contractor is not required to provide quality control testing as the section was modified to remove the requirements per Caltrans. GHD and its consultant RGH has identified the need for QC testing and has included the additional costs so that it is not an unforeseen added cost to the County of Lake at a later date.**

Task 4 Post-Construction Drawings

Task 4.1 Review As-Built Drawings

The CMT will review as-built drawings to ensure they are complete, with any changes showing and provide the County with all project records in pdf format.

Task 4.2 Close-Out Activities

The CMT will perform close-out activities and submit close-out documentation to the County in conformance with Caltrans Local Assistance Procedures Manual Chapter 17.

Assumptions

The scope of work is based on the following assumptions:

- **Means and Methods.** The Contractor is responsible for the means and methods on the project.
- **Control of Contractor's Work.** The Construction Manager does not supervise or direct the Work of the Contractor. The Contractor is solely responsible for and has control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- **Site Safety.** The Contractor is solely responsible for site safety.
- **Compliance with Contract Requirements.** The Contractor will not be relieved of obligations to perform the work in accordance with the Contract Documents either by activities or duties of the construction manager in the construction manager's administration of the Contract.
- **Contract Period.** Extension of the contract period and overtime work is not included in the scope and may require an increase in budget.



FEE PROPOSAL

PROJECT NAME: Construction Contract Administration, Inspection, and Materials Testing Services for the - County of Lake 2024 Pavement Rehabilitation Project

Date: 4/1/2025

Task	Classification--> Name--> Standard Rate--> Overtime (1.5) Rate -->	Project Director Stacy Mauer \$231.68 \$358.71	RE/PM Tim Dillenburgh \$238.90 \$369.90	Construction Inspector Tim Dillenburgh \$240.00 \$360.00	Construction Inspector Karl Meyers \$240.00 \$380.00	Construction Inspector Nick Magliulo \$240.00 \$360.00	Construction Inspector Inspector 3 \$240.00 \$380.00	Office Engineer Crystal Prairie \$133.40 \$206.54	Total GHD Fees	Subs	Totals
Task 1 – Pre-Construction											
1.1 Project Management and Internal Coordination		7	20	4	4	4		10	\$9,654		\$9,654
1.2 Pre-Construction Meeting			8	4	4	4		4	\$4,365		\$4,365
1.3 Photo Log/Schedule/Construction Review						8		4	\$2,454		\$2,454
Task 1: Total Standard Hours		7	28	0	8	16	0	18			
Task 1: Total Cost		\$1,622	\$6,689	\$0	\$1,920	\$3,840	\$0	\$2,401	\$16,472	\$0	\$16,472
Task 2 – Contract Management											
2.1 Project Coordination/Resident Engineer Services			125					90	\$41,869		\$41,869
2.2 Weekly Project Meetings			20					20	\$7,446		\$7,446
2.3 Submittals			24					12	\$7,334		\$7,334
2.4 RFIs, Potential CCOs, CCOs			24					12	\$7,334		\$7,334
2.5 Punch List			12					8	\$3,934		\$3,934
2.6 Monthly Progress Payments/Labor Compliance			28					20	\$9,357		\$9,357
2.7 Claims Management		4	8					2	\$3,105		\$3,105
2.8 QA/QC		4	20					4	\$6,238		\$6,238
Task 2: Total Standard Hours		8	261	0	0	0	0	168			
Task 2: Total Cost		\$1,853	\$62,354	\$0	\$0	\$0	\$0	\$22,411	\$86,618	\$0	\$86,618
Task 3 – Inspection and Testing											
3.1 Field Inspection & Observation Services					250	1000	0		\$330,000		\$330,000
Task 3: Total Hours		0	0	0	250	1000	0	0			\$0
Task 3: Total Cost		\$0	\$0	\$0	\$65,000	\$264,000	\$0	\$0	\$330,000	\$0	\$330,000
Task 4 – Materials Testing											
4.1 GHD Materials Testing Management									\$0		\$0
4.2 Materials Testing (RGH)					0	0	0	0	\$0	\$167,767	\$167,767
Task 4: Total Hours		0	0	0	0	0	0	0			
Task 4: Total Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,767	\$167,767
Task 5 – Project Closeout											
5.1 Closeout Documentation			24					20	\$8,402		\$8,402
5.2 Record Drawings			4						\$956		\$956
Task 5: Total Standard Hours		0	28	0	0	0	0	20			
Task 5: Total Cost		\$0	\$6,689	\$0	\$0	\$0	\$0	\$2,668	\$9,357	\$0	\$9,357
ODC's (vehicles)									\$16,800		\$16,800
ODC's (Travel Expenses)									\$5,544		\$5,544
ODC's (Misc Expenses)									\$1,920		\$1,920
TOTAL HOURS		15	317	0	258	1,016	0	206			
TOTAL FEES		\$3,475	\$75,733	\$0	\$67,920	\$267,840	\$0	\$27,480	\$486,712	\$167,767	\$634,478

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant GHD Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. TBD Contract No. 251051 Participation Amount \$ 0 Date April 1, 2025

For Combined Rate	Fringe Benefit 28.09% + General & Administrative 145.72% OR	=	173.81% Combined ICR %
For Home Office Rate	Fringe Benefit 28.09% + General & Administrative 145.72%	=	173.81% Home Office ICR %
For Field Office Rate	Fringe Benefit 28.09% + General & Administrative 145.72%	=	173.81% Field Office ICR %
FEE = 10 %			

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification	Hourly Billing Rates ²		Effective Date of Hourly		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for Classifications Only
	Straight OT(1.5x)	OT(2x)	From	To			
Stacy Maurer - Technical Director 1	\$231.68	\$358.71	\$478.28	1/1/2025 1/1/2026 12/31/2026 12/31/2027 12/31/2028	\$76.92 \$79.61 \$82.40 \$85.28	0.00% 3.50% 3.50% 3.50%	\$60 - \$85
Tim Dillenburg* - Resident Engineer/PM	\$238.90	\$369.90	\$493.20	1/1/2025 1/1/2026 12/31/2026 12/31/2027 12/31/2028	\$79.32 \$82.10 \$84.97 \$87.94	0.00% 3.50% 3.50% 3.50%	\$60 - \$85
Karl Meyers** - Construction Inspector CA State Prevailing Wage *Capped Rate	\$280.44 \$240.00	\$434.21 \$360.00	\$578.94 \$480.00	1/1/2025 1/1/2026 12/31/2026 12/31/2027 12/31/2028	\$93.11 \$96.37 \$99.74 \$103.23	0.00% 3.50% 3.50% 3.50%	\$75 - \$100
Tim Dillenburg** - Lead Inspector (H/I in) CA State Prevailing Wage *Capped Rate	\$285.51 \$240.00	\$442.66 \$360.00	\$550.22 \$480.00	1/1/2023 1/1/2024 12/31/2024 12/31/2025 12/31/2026	\$88.49 \$91.59 \$94.79 \$98.11	0.00% 3.50% 3.50% 3.50%	\$75 - \$100
Nick Magliulo** - Lead Inspector CA State Prevailing Wage *Capped Rate	\$240.68 \$240.00	\$372.65 \$360.00	\$496.87 \$480.00	1/1/2025 1/1/2026 12/31/2026 12/31/2027 12/31/2028	\$79.91 \$82.71 \$85.60 \$88.60	0.00% 3.50% 3.50% 3.50%	\$75 - \$100
Crystal Prairie* - Office Engineer/Scheduler	\$133.40	\$206.54	\$275.39	1/1/2025 1/1/2026 12/31/2026 12/31/2027 12/31/2028	\$44.29 \$45.84 \$47.44 \$49.11	0.00% 3.50% 3.50% 3.50%	\$35 - \$50
Crystal Prairie** - Construction Inspector CA State Prevailing Wage *Capped Rate	\$279.05 \$240.00	\$403.34 \$360.00	\$537.78 \$480.00	1/1/2023 1/1/2024 12/31/2024 12/31/2025 12/31/2026	\$86.49 \$89.52 \$92.65 \$95.89	0.00% 3.50% 3.50% 3.50%	\$75 - \$100
Alternate Inspector** - Construction Inspector CA State Prevailing Wage *Capped Rate	\$285.51 \$240.00	\$442.66 \$360.00	\$550.22 \$480.00	1/1/2023 1/1/2024 12/31/2024 12/31/2025 12/31/2026	\$88.49 \$91.59 \$94.79 \$98.11	0.00% 3.50% 3.50% 3.50%	\$75 - \$100

(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 costs must 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 cognized 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 Form 2 of 3

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

Consultant GHD Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. TBD Contract No. C22850 Date 4/12/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Cost	24000.00	Miles	\$ 0.700	\$ 16,800.00
Equipment Rental and Supplies (Office)	24.00	Week	\$ 20.00	\$ 480.00
Equipment Rental and Supplies (Field)	24.00	Week	\$ 60.00	\$ 1,440.00
Hotel/Travel Costs (if needed)	24.00	Day	\$ 157.00	\$ 3,768.00
Travel - Meals & Incidentals (if needed)	24.00	Day	\$ 74.00	\$ 1,776.00
			\$	\$
			\$	\$
Subconsultant 1: <u>RGH Consultants</u>				\$ 167,766.50
Subconsultant 2:				\$
Subconsultant 3:				\$

Note: Add Additional pages if necessary.

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed 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 their 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 Form 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: Emma Del Vento Title*: Business Group Leader
Signature:  Date of Certification (mm/dd/yyyy): 04/01/25
Email: emma.delvento@ghd.com Phone Number: (425) 412-6249
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 Contract Administration, Inspection, and Materials Testing Services