

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
REPLACEMENT OF ROBINSON CREEK BRIDGE AT MOCKINGBIRD LANE (14C-0086)
IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into this _____ day of _____, 2018, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and MGE Engineering, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY has identified a need to replace the Robinson Creek Bridge at Mockingbird Lane (14C-0086); and

WHEREAS, construction management services will be required for the above-mentioned bridge, 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.

B. Disadvantaged Business Enterprise (DBE) Participation

1. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
2. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
3. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
4. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

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.

E. DBE Records

1. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

F. DBE Certification and Decertification Status:

If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

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, Fred Pezeshk, at the following address:

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

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 "B", provided however that the total payments to CONSULTANT shall not exceed \$240,986.90 without prior written authorization by COUNTY and formal Amendment to this Agreement.

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$15,738.59. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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, 2020, 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 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 three (3) 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.

- 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.

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. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- 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: Scott De Leon, Public Works Director

MGE Engineering, Inc.
7415 Greenhaven Drive
Sacramento, CA 95831
Attn: H. Fred Huang, President

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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:

CONSULTANT:

Chair, Board of Supervisors

H. Fred Huang, President

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

EXHIBIT "A"

TO

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

FOR

REPLACEMENT OF ROBINSON CREEK BRIDGE AT MOCKINGBIRD LANE (14C-0086)

IN LAKE COUNTY, CALIFORNIA

Project Understanding

The MGE team understands that construction activities on Mockingbird Lane will consist of a bridge replacement along with new roadway approaches on the existing alignment. It is understood that the roadway will remain during construction, and traffic will be detoured downstream to a temporary bridge. This inconvenience to the public, though not expected to be major, requires good communication between the County, the Construction Management Team, and the Contractor. Keeping the public and other interested parties informed as to construction progress and anticipated activities on a continual basis will go a long way in earning their understanding and acceptance of the inconvenience at hand.

The existing timber bridge superstructure, concrete abutment foundations, flared wingwalls and timber guard railing will be removed so the new bridge can be constructed on the existing alignment. A private water line is attached on the north and south side of the existing bridge deck. The replacement bridge will have 3" diameter galvanized conduits installed on the new edge of deck to continue water service. The new bridge will be a single-span, cast-in-place reinforced concrete slab with concrete diaphragm abutments. The abutments will be supported by 24" cast-in-drilled-hole concrete piles approximately 52'-6" deep. The Foundation Report advises to expect "wet hole" CIDH construction, most likely requiring temporary casing during construction and potential gamma gamma logging to detect any defects in the pile that may need corrective action. The new bridge will be 45'-5" long and 25'-4" wide. The total roadway approach reconstruction will be approximately 260' long and will consist of hot mix asphalt, and aggregate base. The profile will be raised approximately 1.5 feet which will require the reconfiguration of six driveways and construction of a modular block retaining wall. The project will also involve installation of fencing, gates, guard railing, rock slope protection, vegetated rock slope protection and erosion control to protect the new fill slopes.

A recent field review after the pre-proposal meeting revealed the constricted construction area. It was noted by a brief review of the plans that shoring is to be driven to construct the temporary detour. MGE initially recommends using Hilfiker rock baskets to construct the fill for the detour as a potential cost savings. This approach was successfully used for staged construction on the Retrac Road Bridge Replacement in Nevada County. The awarded Contractor may have some suggestions also.

Roadway, environmental, and other items to be considered during construction include:

- Traffic control and detours
- Environmental, Cultural monitoring
- Conformance to regulatory agency permit requirements
- Temporary water pollution control (SWWPP of WPCP)
- Dust Control
- Constricted area for construction activities
- Overall project Safety
- Timely construction staking verification
- Temporary Creek Diversion System Plan (TCDSP)
- Sampling and reporting of water quality (turbidity) testing during in water activities
- Detour location, construction and removal
- Clearing & grubbing
- Earthwork to construct the widening
- Constructing California ST-10 Bridge Rail (workable post spacing and expansion joints)
- Metal Beam Guard Railing
- Placing aggregate base and hot mix asphalt concrete paving and driveway conforms
- Rock Slope Protection (RSP) and Vegetated RSP
- Thermoplastic pavement striping
- Delineator guide markings and signs
- Installation of erosion control for permanent soil stabilization
- Thorough photo documentation of the project

Familiarity with the area:

MGE's proposed Resident Engineer and inspector both have recent construction experience in and around Lake County on projects along Highway 175, and slope repairs along the border of Lake and Mendocino counties.

In addition, MGE has recent experience designing bridge replacement projects in Mendocino County, Lake County's neighbor. These projects include:

- **Dutch Charlie Creek Bridge on Wilderness Lodge Road, Mendocino County HBP Project** – This project will replace the side-by-side railroad flatcar, timber deck bridge that was constructed in 1969. The superstructure is supported by reinforced concrete closed-end cantilever abutments on spread footings. Travel on the bridge is restricted to a single lane. Wilderness Lodge Road (Jack of Hearts Road) serves as the only access to properties to the north of the bridge. This project is currently in the environmental phase.
- **Williams Creek Bridge Replacement On Powerhouse Road, Mendocino County HBP Project** – This project will replace a 41-foot-long timber bridge. The bridge, comprised of side-by-side railroad flatcars with timber deck for the superstructure, was originally constructed in 1960, and reconstructed to the current configuration in 1985. The superstructure is supported by concrete abutments on spread footings. The replacement structure will consist of a single-span, cast-in-place, prestressed concrete slab superstructure supported on seat-type abutments. Construction is anticipated to begin May 2018.
- **Muir Mill Road Bridge Replacement at Baechtel Creek, Mendocino County HBP Project** This project included the replacement of a 25-foot-long timber log stringer bridge, with a 70-foot-long, single-span, cast-in-place, reinforced concrete box girder superstructure on an improved alignment. Construction was completed in 2016.

Besides the construction management projects listed later in this proposal, MGE has provided design and construction phase services for numerous bridge projects located in areas of: San Joaquin, Sierra, Fresno, Tuolumne, Sacramento, Mendocino, Marin, Plumas, Nevada, El Dorado, Del Norte, and Humboldt counties.

Familiarity with Federally Funded Projects

Since being formed in 1990, MGE has earned an outstanding reputation for service and innovative design for bridge projects throughout California. MGE has received many letters of commendation and performance reviews attesting to the firm's outstanding service and ability to produce innovative solutions for difficult tasks in a timely manner. MGE has successfully managed engineering contracts with local, Federal, and State agencies. MGE's commitment to clients is best demonstrated by the ability to maintain long-term relationships.

The MGE team fully understands the process to complete federally funded bridge projects with oversight by Caltrans/FHWA. In fact, MGE has provided professional services like those that would be required for this project on numerous federally funded bridge replacement and/or rehabilitation projects. MGE's engineers have experience in virtually every aspect of bridge rehabilitation/replacement project development; including planning, programming, environmental clearance and permitting, bridge and approach roadway design, and bidding and construction support, as well as the experience successfully working with stakeholders and other community groups to develop acceptable solutions for transportation infrastructure projects. Lake County can be confident that MGE has the experience, resources, and dedication to meet tight schedules and provide quality engineering services.

Understanding of the Local Assistance Procedures Manual

MGE has working knowledge of the Local Assistance Procedures Manual requirements for federally funded projects. MGE's construction inspection staff is experienced performing their tasks in conformance with Chapter 16, "Administer Construction Contracts" as well as Caltrans Construction Manual. MGE's sample projects are shown along with Client References later in this RFP.

MGE will assign former Caltrans employee Joe Siemers, as the key staff member to serve as Project Manager to oversee the project. Joe is well experienced with procedures of the following:

- Caltrans Local Assistance Procedures Manual - Chapters 16 & 17
- County of Lake Standard Construction Specifications & Standard Construction Drawings
- County of Lake General Provisions
- Caltrans Construction Manual
- Caltrans Standard Plans and Specifications
- Caltrans Construction Records & Procedures Manual (CR&P Manual)
- Caltrans Trenching & Shoring Manual
- Caltrans SWPPP & WPCP Preparation and BMP Manuals
- Safety & Health Regulations per Title 8 CCR

Familiarity with City, County, State, and Federal Procedures for Materials Testing

SHN is very familiar with and highly qualified to perform all the lab and field testing services typically required for public works projects and will ensure the County's QAP standards are met with specific emphasis on Caltrans testing requirements. SHN provides acceptance testing services on a regular basis and has established project sampling, testing and reporting programs that meet City, County, State and Federal requirements. The following information describes SHN certifications and procedures used to assure their lab and field testing is both timely and accurate.

SHN's in-house laboratory complies with ASTM and AASHTO testing regulations. The firm has received a multitude of accreditations from a variety of federal and state organizations for testing services. Materials testing services include:

- AASHTO Accredited Laboratory
- ACI Certified Laboratory & Technicians
- California DSA Approved Laboratory
- Concrete & Masonry
- Core Drilling, Rebar Location
- Hot Mix Asphalt
- ICC Special Inspection Services
 - Reinforced Concrete
 - Structural Masonry
 - Spray Applied Fireproofing
- Proficiency Sample Programs
 - AASHTO Accreditation Program (AAP)
 - Caltrans Reference Sample Program
- Soils, Aggregates, Rock Testing
- Welding Inspection Services
 - Structural Steel & Bolting AWS/CWI
 - SNT TC 1A Level II Ultrasonic

SHN's is also qualified to perform construction staking and surveying. Their primary surveying role for this project is to verify the Contractor's construction staking and checking location of the two benchmarks.

Key and Critical Issues

After careful review by MGE staff and discussions with other team members, the following are some of the known issues that will need to be proactively addressed:

1. Potential Impacts to affected Tributaries: Caution must be taken to ensure construction within the streambed, channel, and bank typically occurs only between June 1st and October 31st of each year.
2. Potential Impacts to affected listed species habitats: The related Streambed Alteration Agreement will caution that habitats of listed species may be discovered on site. At this time there is no area shown that indicates the locations. The Contractor's Biologist must perform timely investigations in advance of active construction and define any non-active habitats to quickly eliminate any negative impacts to avoid project delay.
3. Existing Utilities: Pothole timing is highly critical and should be performed as early as practical for utility alignments and elevations in order to anticipate unknown conflicts. This will facilitate problem resolution that may occur as result of the proposed road widening or proposed utility relocations. Protection of existing utilities may be required.
4. Coordination of Utility Work to be Performed by Others: Utility relocation work to be performed by others is to be well coordinated by the Contractor to avoid project delay. MGE will work diligently to assure the Contractor fulfills this obligation.
5. Clear Advance Notice to Public: We understand the County has discussed with local residents and businesses the pending construction and anticipated timing. Our Construction Project Manager will also communicate with affected local residents, and other interested or affected parties, who are willing to discuss purpose of the project but make it clear to contact the County for advice.
6. Scheduling software. The project specifications do not provide a list of CPM schedule software that may be compatible with scheduling software that may be used by the Contractor. There is a possibility the Contractor may decide not to use standard scheduling software. MGE has capability to open scheduling files provided by the Contractor or translate this information into Primavera P6 or MS Project software to expedite tracking of construction progress.
7. Personnel Availability. As is expected in the Construction Engineering field, staff occasionally becomes unavailable. Should this be the case, MGE can draw from a pool of additional qualified staff from MGE and SHN. SHN can move personnel between six offices throughout Northern California and Southern Oregon.
8. Caltrans/FHWA Challenges - There are numerous project construction and documentation requirements associated with the federal funding source, which can be challenging if the Resident Engineer is not familiar with the federal process. MGE's Resident Engineer is certified as a Caltrans Resident Engineer and has experience with the preparation of the documentation required for a federally funded project. All construction administration activities, reporting, record keeping and testing will be done in a manner that ensures federal reimbursement. The MGE team is ready to successfully manage these challenges to help the County achieve their goals.
9. Permits - Army Corps 404 Nationwide Permit Verification will be followed.
10. Multiple Funding Agencies - The funding for this project will require careful and accurate accounting of all construction costs. Understanding the intended application of each funding source and tracking funding to assure reimbursement is essential. We have worked with pay schedules before and have provided accurate pay notes and accounting for payment Agency Documentation. Our team has extensive experience in handling State and Local documentation

procedures. This includes the detailed tracking of Record Order of Materials, Requests for Approval of Materials, creating and maintaining a Testing & Inspection Matrix, and Subcontractor Approvals. The team will assist contractors with federal contract compliance reporting (Office of Federal Contract Compliance Programs), apprenticeship reporting, federal small business documentation, and certified payroll. It is the aim of the team to create a collaborative and smooth communication system when it comes to documenting all aspects of the project. As this project is wrapping up, the team will work quickly to support the completion of punch-list items and close out project documentation. From beginning to end, the primary objective is to work seamlessly with the County, focus the team on successful project delivery and ensure that the project is properly documented.

11. Stakeholder Involvement - Regardless of the size or type of project, any project owner and the project team are faced with a multitude of stakeholders and related public involvement issues. Project stakeholders have a desire and a genuine need to know what is taking place within a project. Good communication practices ensure that all stakeholders (both those actively involved and those who will eventually be affected) are continuously and adequately informed. In addition to the general public and Caltrans, one of the largest groups of stakeholders will be residents, local Tribal Governments, and businesses affected by the project. The team will work with the contractor to make sure impacts are appropriately recognized well in advance. We will oversee the contractor's communications and make sure local businesses, and other stakeholders are appropriately notified. The goal is to work with stakeholders and eliminate surprises.

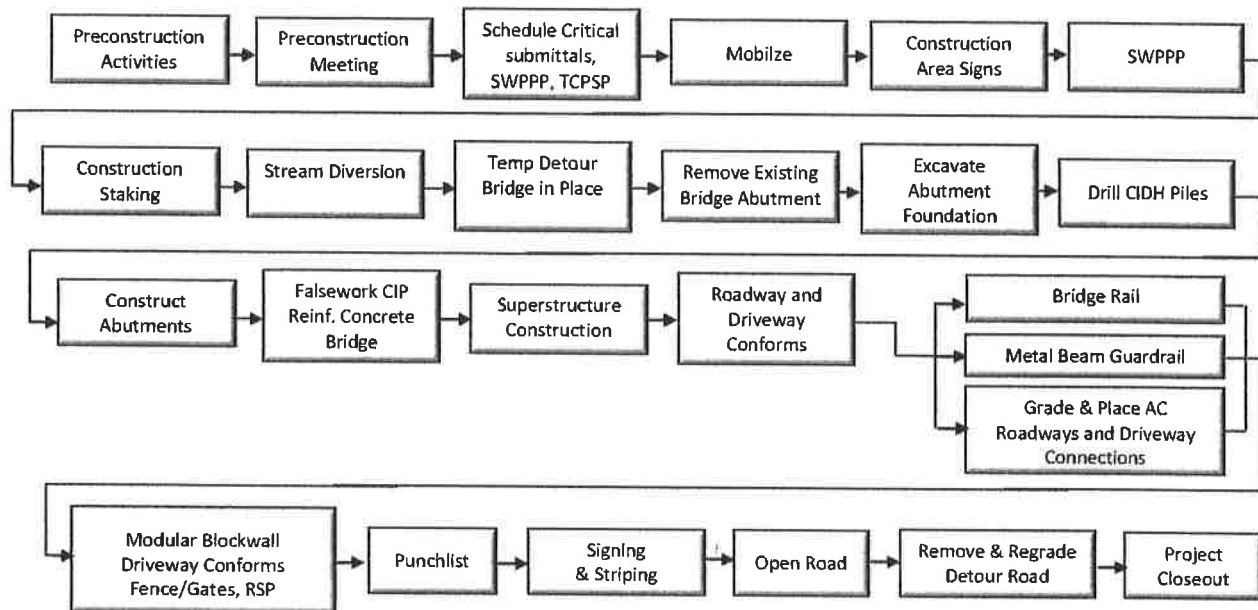
In addition, MGE has identified hurdles that through our past experience have been known to occur during construction projects, and if unexpected can cause delays in project activities. Some potential obstacles include:

Potential Delay	Mitigation
Severe Weather beyond estimated normal events per NOAA	Adjust baseline schedule
Scope Changes	Expedient, pro-active Change Orders
Design Changes	Pre-construction constructability review
Utility Coordination	Frequent & timely communications
Environmental Issues	Knowledge and understanding of environmental regulations and permit requirements including the Federal Water Pollution Control Act (Clean Water Act), Clean Air Act, Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.
Community Involvement	Communicate with adjacent property owners, local Karuk Tribe representative and the public at-large, including existing businesses, institutions, and residences through an effective community outreach program.
Contractor Negligence (or jobsite injury)	Photographic and written documentation
Claims	Claims avoidance begins in the pre-construction phase; a time with the greatest potential to influence cost. A large percentage of claims could be avoided by generating comprehensive, accurate, contract documents. Preconstruction claims avoidance requires intensive document and constructability reviews.

Methodology (Detailed Work Scope)

The flow chart below depicts the process that is followed for the construction duration of this bridge replacement project and represents MGE's understanding of the process followed by a contractor to complete this bridge project.

The County-approved Project Work Plan would establish the progress milestones and frequency of needed inspections and materials sampling/testing. The timing would be dependent on the construction contractor's progress on the project.



MGE's objective is to complete the project within 90 working days as defined in the proposed schedule. It is always our goal to complete a project within or below the allotted budget, with few or no change orders, and no claims. The intended result will be a project that is built by a team of intermingled professionals; transforming the deficient deteriorated bridge into a structurally sound viable crossing that will allow safe passage for travelers.

Expected project tasks with corresponding Work Breakdown Structure (WBS) codes are included below. Please note, WBS codes are based on *Workplan Standards Guide for the Delivery of Capital Projects*, (Release 11.1, October 2015). Any task not included in the tasks below, but deemed necessary by MGE and the County shall be included as "contingent task" and authorized at the discretion of the County by "Notice to Proceed" specific to the task.

Task 1 General Services (WBS 270, 275, 280, 285, 290, and 295)

Management and Quality Control

MGE will provide the County PM with construction project management and coordination services including:

- Acting as the point of contact between the County Department of Public Works Director or County designated Project Manager (County PM), the Contractor, and MGE.
- Communication with the County PM on a daily basis or as otherwise agreed and with MGE Staff.

*Construction Management Services for
Mockingbird Lane over Robinson Creek Bridge Replacement Project, Lake County, CA*

- Development, maintenance and implementation of a detailed work plan that includes goals & objectives, roles & responsibilities, communication plan, project controls, schedule & budget, QC Plan, & on-site Illness and Injury Prevention Plan.
- Development of monthly invoices to be submitted to the County. Invoices will provide a summary of MGE's work activities and copies of MGE subconsultant invoices. The County project number and applicable consultant agreement numbers will be included on invoices. MGE staff and subconsultants' schedule and budget status will be provided with invoices.
- Tracking of work performed and recorded in accordance with defined tasks.

MGE staff will attend the kick-off meeting with the County PM to discuss design features, to meet key staff and review related contract administration procedures. (WBS Code 270)

MGE construction management and inspection staff will review pre-construction conditions to ensure the site is ready for the work to begin. Labeled pre-construction photos of areas on and adjacent to the site will be included on file. An MGE staff member, qualified as a QSD/P will monitor the Contractor's operations to assure conformance with the County's signed SWPPP. (WBS Code 280)

On-site contract administration and record keeping system in conformance with Caltrans Construction Manual with applicable County preferences will be prepared by MGE staff. (WBS Code 270)

Weekly meetings will be scheduled and controlled by the Resident Engineer. Agendas and exhibits will be provided by MGE as necessary. MGE will prepare minutes of the meetings and distribute them to all attendees within two working days from the date of each meeting. The County will be provided with copies of all meeting minutes and MGE will retain file copies. Weekly meetings shall be held at the site. The pre-construction and construction close-out meetings shall be held at the County offices in Lakeport, CA. Bi-weekly tailgate safety meetings will be held for MGE staff and documented in the project records to satisfy Cal-OSHA requirements.

Resources

MGE will supply its staff with all of the resources necessary to provide the construction engineering services for the project, including office space, supplies, and tools to facilitate a successful project.

Schedule

MGE will schedule work to meet the CPM schedule and monthly updates submitted by the contractor.

Task 2 Resident Engineer/Structure Representative (RE/SR)

Manouch Mahmoudzadeh will serve as both Resident Engineer and Structure Representative during project construction and will be the County's representative on the construction site. Mr. Mahmoudzadeh meets the qualification criteria expected by the County.

Ensuring Contractor's Employment Compliance with Contract (WBS 270)

The RE/SR will ensure that the construction contractor complies with the construction contract, including the County Construction Services Agreement, Special Provisions, Project Plans, Amendments to the Standard Specifications, Standard Specifications, Revised Standard Plans, Standard Plans, supplemental project information, and applicable laws and regulations, and will conduct required labor compliance interviews in the field. DCM will lead labor compliance tasks, including verifying certified payrolls, subcontractor utilization, and processing labor interviews.

The RE/SR will ensure that the construction contractor complies with the construction contract through review of contractor submittals, inspecting the work, issuance of directives, monitoring water quality when needed, coordination of sampling and testing of materials on the job site, and rejection of substandard work.

Assisting with Environmental Compliance (WBS 280)

As RE/SR, Mr. Mahmoudzadeh will assist the County by ensuring that mitigation measures and permit conditions outlined in the environmental mitigation and monitoring program (MMP) are followed. MGE will report any non-compliance to the County.

Biological resources are expected to be mitigated and handled per the environmental document and any regulatory permits for this project. The RE/SR will monitor the Contractor and their biologist for conformance to the contract, and take corrective actions as necessary.

Hazardous Materials

Hazardous materials will be handled based on contract documents, and potential cautions stated in the Foundation Report and the Asbestos Containing Material (ACM) Report.

Progress Payments to the Contractor (WBS 295)

The Resident Engineer will assist the County in making timely and accurate payments to the Contractor by preparing monthly pay estimates detailing the Contractor's progress on work items and applying construction contract specifications to determine payment.

Construction Change Orders (CCO) (WBS Code 285)

MGE's Resident Engineer will authorize Construction Change Orders after approval from the County Public Works Department. MGE will prepare CCO's related to construction issues based on contract drawings, specifications, and other design information received from the Project Designer. A draft with justification memorandum will be prepared preceding authorization to allow 30 days for County approval.

Independent Daily Reports specifically tracking labor hours, equipment hours and material quantities worked/used on site will be provided by MGE for comparison with any Extra Work Reports developed by the Contractor.

Communication

The Resident Engineer will contact County-designated personnel for the following:

- Providing regular updates
- Planning meetings
- Discussing actions recommended by the Resident Engineer, such as suspension of work
- Reporting any non-compliance of the contractor or a subcontractor
- Reporting any non-compliance of an archaeological monitor
- Reporting any concerns, comments, or complaints received from members of the public, contractor, contractor's or subcontractor's employees, or outside agencies
- Reporting that the contractor has expressed intent to file a potential claim

Documentation and Record-Keeping (WBS 270 and 275)

Construction Administration will be performed in accordance with the Caltrans Construction Manual and including use of Caltrans Construction Forms, or equivalent. Services include the following:

1. The Resident Engineer will maintain a hard copy of the contract documents in a field office.
2. MGE will also set up a Cloud database for storage of electronic copies of the records. County personnel will be provided access.
3. Resident Engineer's Binders will use the 63 category filing system developed by Caltrans, with applicable County preferences to the categories.
4. The Resident Engineer will print and file a copy of each electronic correspondence pertaining to the Project.
5. The Resident Engineer will photograph the work and Project site as needed to document conformance or non-conformance with the construction contract, and provide a photographic record of the project.

*Construction Management Services for
Mockingbird Lane over Robinson Creek Bridge Replacement Project, Lake County, CA*

Submittals (WBS Code 270)

MGE Staff will receive, stamp, log, and distribute submittals as appropriate and in a timely manner. The following submittals from the Contractor are anticipated (but not limited to):

Construction Schedule	Falsework Plan	Biological Resource Information Program
Cal/OSHA Safety Plan	Workplan for Temp. Pedestrian Access	Contractor Supplied Biologist
Signs	Blasting Plan	Welding Quality Control Plan
Certified Payrolls	Traffic Control Plan & Contingency Plan	Lead Compliance & Work Plan
Hot Mix Asphalt Concrete Mix Designs	Materials to be Used	Pile Installation Plan
Aggregate Base Gradations	Striping and Lane Markers	Electrical List of Equipment and Materials
Concrete Mix Designs	Certificates of Compliance	Electrical Message Shop
QSP Records	Baseline & Update Schedules	Drawings
TTC Plan per MUTCD	SWPPP	
Bridge Removal Work Plan	QC Plan for base and subbase mat'l	
	Modular Block Wall Shop Drawings	

Requests for Information (RFI) (WBS Codes 270)

RFI's received by MGE will immediately be reviewed and responded to proactively. Solution oriented recommendations will be provided. MGE will maintain and log progress of RFI's received.

Resolve Contract Claims (WBS Code 290)

MGE is responsible for initiating, producing and distributing contract change orders to the Contractor. There is typically a potential for one or more claims to be initiated by the Contractor. MGE will also coordinate activities related to potential and actual claims with intent to expedite resolution of issues that emerge.

MGE Staff will review and analyze notices of potential claims (NOPC) and perform claims administration including coordinating and monitoring claims response preparation, logging claims, tracking claims status, analyzing additional compensation claims and making recommendations to the County PM. (WBS Code 290.05)

MGE will track, on separate Daily Reports, construction operations associated with NOPC's submitted by the Contractor with respect to time, equipment, material and labor costs. (WBS Code 290)

As-Built Plans (Red-line Mark-ups) (WBS 295)

The Resident Engineer shall prepare weekly red-line mark-ups for generation of as-built drawings by the consultant providing construction support for the County.

Project Close-Out (WBS Codes 270 and 295)

The RE/SR will assist the County in closing out the Project by developing a "punch list" near Project end. MGE will perform an initial and a final walk-through inspection to be accompanied by the County PM, other appropriate County staff and the Contractor, for preparation of a punch list of incomplete or unsatisfactory items to be submitted to the Contractor. The County PM will be advised of satisfactory completion of the construction work, allowing the County PM to officially provide the Contractor with Relief of Maintenance. (WBS Code 270)

MGE Staff will develop and provide the County PM and the Contractor with a Final Report of Expenditures. The Contractor is to agree with the quantities or provide alternative amounts and documentation to confirm differences. (WBS Code 295)

The following project closeout items will be submitted to the County:

1. All records, maps and plans, approved shop drawings, submittals and manufacturers literature maintained by MGE Staff during construction. (WBS Code 295)

2. A CD containing electronic files of project progress photographs taken before and during construction. (WBS Code 295)
3. The original set of all inspection reports, summaries, testing document(s), meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being performed. (WBS Code 295)

Task 3 Structure Representative (WBS Code 275)

MGE will combine duties of the Structure Representative and Resident Engineer as shown above in Task 2. MGE's proposed resident engineer (Manouch Mahmoudzadeh) is licensed in the State of California and has more than 35 years' experience in construction of CIP reinforced concrete slab, as well as other types of bridges.

In the role of Structure Representative, Mr. Mahmoudzadeh will inspect, document, and field test or interpret field tests for all structures work on the project. Mr. Mahmoudzadeh has extensive experience in using the Caltrans *Bridge Construction Records and Procedures* manual, and other literature referenced in the Caltrans *Construction Manual* or *Bridge Construction Records and Procedures* manual.

Task 4 Assistant Resident Engineer/Construction Inspector (WBS Code 270)

MGE's assigned Assistant RE/Inspector will perform the following duties:

- a. MGE's construction inspector is a back up for the RE/Structure Representative and will perform on-the-job inspection of road, structure, and traffic barrier work to ensure compliance with the contract plans, contract specifications and other requirements specified by the permitting agencies (including those related to environmental permits). MGE's Project Manager/Resident Engineer will periodically visit the site as to assure conformance with project intents. (WBS Code 270)
- b. MGE's construction inspector will prepare clear Daily Reports (similar to State Assistant RE form CEM4601). The reports will define individual labor hours, equipment arrival, departure, hours of use and idle as well as quantity of materials received/applied for each contract activity. The report will also include description of conversations with the Contractor's on-site representative to keep MGE's Project Manager/Resident Engineer in touch with those events. (WBS Code 270)
- c. MGE Staff will become familiar with Contractor's Safety Plan prior to monitoring on site the Contractor's operations for personal safety and to assure the Contractor's operations are being conducted in a safe manner in accordance with CAL/OSHA requirements, and the contract documents. The Contractor is responsible for implementing and maintaining its own safety program. (WBS Codes 270, 275)
- d. The Contractor's implementation of the SWPPP will be documents by the construction inspector. MGE staff member that is certified as a QSD/QSP will assure that the Contractor's performance and implementation is in conformance with specified SWPPP. (WBS Code 280)
- e. MGE will coordinate sampling and testing, and special inspections of materials and workmanship. Wet-hole CIDH pile installation is anticipated based on the Foundation Report. MGE will retain two companies to perform specialized gamma gamma logging to detect defects in the finished piles. These companies are typically busy during construction months, so having two testing specialists available to the team will aid in the timing of necessary tests, and keep the project on schedule.
- f. Provide the RE/SR with daily updates regarding progress and issues
- g. Notify the Contractor and RE/SR of any non-compliant work
- h. MGE's construction inspector will independently mark up and maintain a field set of drawings for County records. (WBS Code 295)
- i. MGE staff and the County PM will conduct final inspection and preparation of punch lists. (WBS Code 270)

Task 5 Quality Assurance Program (WBS Code 270)

Quality Assurance Sampling and Testing

SHN will perform all quality assurance sampling and testing in accordance with the Caltrans and County-adopted Project Quality Assurance Programs. SHN's California-registered professional engineer managing the testing laboratory will certify the results of all tests performed by laboratory personnel under his/her supervision. SHN will prepare Quality Assurance Reports itemizing the test results.

SHN will provide all the resources necessary to facilitate material sampling and testing in accordance with the Project Quality Assurance Program.

Survey Verification

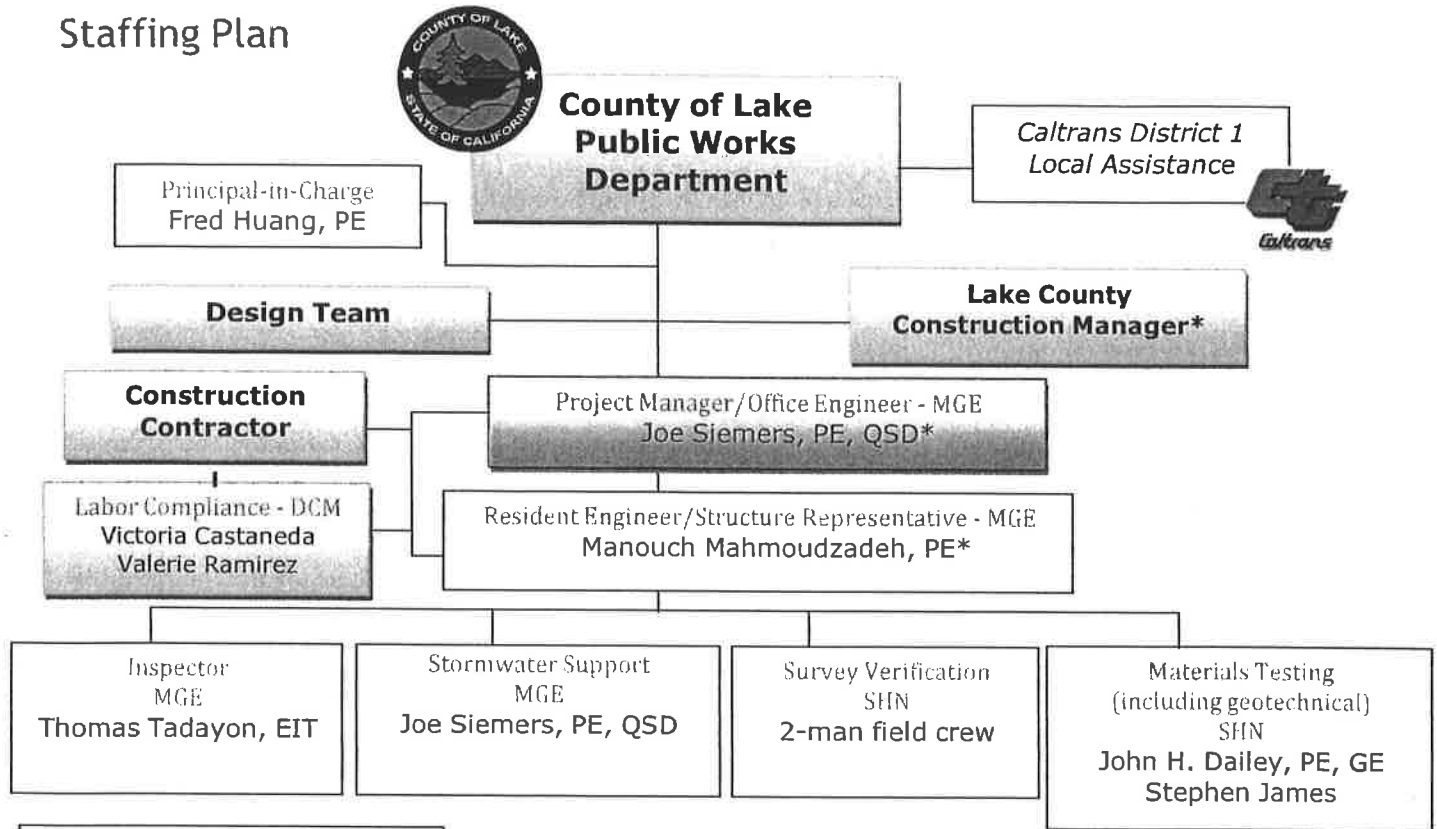
SHN's professionally registered surveyor will verify the Contractor's construction staking efforts and check coordinates/location of the two contract item benchmarks.

Services To Be Provided By The County

MGE assumes that the County will:

- Provide copies of construction contract documents;
- Review Construction Change Orders prior to authorization;
- Review notifications or letters prepared by the Resident Engineer prior to transmittal;
- Process authorized Construction Change Orders, if estimated contract cost increase, for approval by the Board of Supervisors;
- Make payments to the contractor based on the pay estimates prepared by the Resident Engineer;
- Discuss with the Resident Engineer, recommendations made by the Resident Engineer;
- Forward RFIs to the design engineer, and coordinate subsequent discussions amongst the project team, if necessary;
- Communicate with State and Federal agencies; and
- Communicate with and provide information to the public.

Staffing Plan



*Indicates Key Personnel



Joe Siemers, PE, QSD

Years Experience: 33, With MGE: 3

Project Manager/Alternate Resident Engineer/SWPPP



Education

BS/Civil Engineering/
1984

Professional Registration

1993/Civil/CA#51173

Certification(s)

Caltrans-certified
Resident Engineer
(Structure
Representative)

FHWA-NHI-130055
Safety Inspection of In-
Service Bridges certified

Certified in Fracture
Critical Member
Inspection

Completed Projects
Federally Funded: 25

Bridge Rehabilitation or
Replacement: 12

Key Qualifications

Mr. Siemers is experienced in bridge and highway construction, bridge and highway design, specification writing, estimating, hydraulics and technical report writing. As a former Office Engineer at Caltrans Headquarters, he is qualified specifications writer, proficient in Caltrans Standard Specifications, Standard Special Provisions, Engineers Estimates, Plan Review, Permit Coordination, and PS&E processing. As a Bridge Resident Engineer and Structure Representative, Mr. Siemers has been responsible for assigning field work to staff, contributing to job site safety, maintaining field certifications for material testing, writing change orders, maintaining construction projects files, preparing monthly pay estimates, reviewing numerous contractor submittals such as falsework, demolition, shoring, pre-stress shop plans, pile placement, and overhead sign shop plans. In addition, he has processed project close-out records and generated record drawings (As-Builts), provided assistance in processing claims, and acted as Expert Witness.

Relevant Projects

• **Retrac Way at Wolf Creek Bridge Replacement Project, Nevada County, CA** - Part-time Resident Engineer, Structure Representative and Inspector for the project that consists of removing the existing wood deck railcar bridge over Wolf Creek and replacing it with a new ninety nine foot single span cast in place box girder bridge. Construction activities for the new bridge began in Spring 2017. The new bridge will be approximately the same alignment as the existing bridge and will be elevated 2-3 feet above existing grade to accommodate 100-year flood events. Retrac Way is open during stage construction with one way traffic controls. Responsibilities have included: Review of Contractor submittals, Reviewing and responding to RFI's, Design review of temporary bridge and temporary work platforms, Field inspections, Monitor stressing and grouting operations, Field Quantity verifications for Progress Pay Estimates, SWPPP/Water Pollution Control inspections, Labor Compliance Employee Interviews, Field Quantity verifications for potential claims, Elevation verification to establish various bridge grades.

Completion Date: 7-2018 (est.)

Contact: Nevada County DOT, Patrick Perkins, (530) 265-1712,
Patrick.Perkins@co.nevada.ca.us

• **Maybert Road Bridge Replacement at Canyon Creek, Nevada County, CA** - Part-time Assistant Resident Engineer for the project that consists of removing and salvaging the existing bridge over Canyon Creek and replacing it with a new single-span prefabricated truss. A successful mid-project record review was performed by the Federal Highway Administration. Responsibilities have included: Review of Contractor

submittals, reviewing and responding to RFIs, Design review of temporary bridge and temporary work platforms, Field inspections, SWPPP/Water Pollution Control inspections, Field Quantity verifications for potential claims, Elevation verification to establish bridge footing grades.

Completion Date: 3-2017

Contact: Nevada County DOT, Patrick Perkins, (530) 265-1712,
Patrick.Perkins@co.nevada.ca.us

• **Western Bridges HBP Project, Nevada County, CA** - Part-time Resident Engineer, Structure Representative and Inspector for the construction of the following 3 bridges that were deemed unsafe and rated as structurally deficient:

- McCourtney Road over Rock Creek Bridge Replacement, Federal Aid Project No. BRLO-5917 (080)
- Railcar Crossing on Garden Bar Road over Little Wolf Creek, Bridge Replacement, Federal Aid Project No. BRLO-5917 (082)
- Little Wolf Creek Bridge at Sanford Crossing Widening, Federal Aid Project No. BRLO-5917 (081)

Construction of the three bridge projects is estimated at \$2.5 million. The project is funded under the federal HBP program, which has made bridge safety projects a priority. Responsibilities have included: Review of Contractor submittals, Reviewing and responding to RFI's, Design review of temporary bridge and temporary work platforms, Field inspections, Monitor stressing and grouting operations, Field Quantity verifications for Progress Pay Estimates, SWPPP/Water Pollution Control inspections, Labor Compliance Employee Interviews, Field Quantity verifications for potential claims, Elevation verification to establish various bridge grades.

Completion Date: 11-2017

Contact: Nevada County DOT, Patrick Perkins, (530) 265-1712,
Patrick.Perkins@co.nevada.ca.us

• **Winters Road Bridge Replacement, Solano County, CA** - Design Support during construction for providing support to the County during construction of the new bridge. The new bridge, which is replacing the existing structurally deficient historic concrete arch structure, consists of a five-span, 473-foot, cast-in-place reinforced concrete box girder superstructure with haunched soffits supported on pier wall bents and seat type abutments. Mr. Siemers provided field and office construction support to the County's Resident Engineer and Construction Manager; including: review of Contractor submittals, reviewing and responding to RFI's, design review of cofferdams, temporary bridge, falsework, and temporary work platforms, field inspections, review of Gamma-Gamma testing results, as well as Expert Witness, claims support services.

Completion Date: 8-2016

Contact: Solano County Dept. of Public Works - Engineering Bob Liu, (707) 784-3098

• **I-80 at Nyack Replace Bridge Replacement Interstate 80-Placer County** - Bridge Resident Engineer to replace a mainline structure. Work involved removing the existing structure in two stages, and reconstructing new work at a higher profile. Items included temporary tie back walls, spread footings on piles, pre-cast pre-stressed I girders, deck grading, new joints, and polyester overlay. Shoulder barrier slabs, approach slabs, and retaining walls were also constructed.

Completion Date: 2008

Contact: Caltrans, David Keim, Bridge Construction Engineer, (916) 227-8809



Manouch Mahmoudzadeh, PE

Years Experience: 39, With MGE: 1

Resident Engineer/Structure Representative



Education

BS/Civil
Engineering/1977
Courses/intensive
training programs in
bridge design,
specifications and
construction engineering

Professional Registration

1993/Civil/CA#35054

Completed Projects

Federally Funded: 2

**Bridge Rehabilitation or
Replacement: 4**

Key Qualifications

Mr. Mahmoudzadeh is experienced in bridge and roadway design and construction in California (primarily SF Bay Area and southern CA). He began as a Transportation Engineer at Caltrans doing structural design, research and construction projects, and has also worked as a designer and project engineer, working on conventionally reinforced and pre-stressed concrete, steel and wood bridges, plus other transportation structures. He has directed, supervised and trained engineers, designers and drafting staff, including contract administration of major projects and preparation of all aspects of PS&E. He has conducted numerous constructability reviews, field inspections, shop plan and construction schedule reviews and estimates, examined construction CPM schedules prepared by contractors, prepared change orders and QA/QC for concrete, asphalt concrete and welding, and mediated claims resolution. He has supervised construction management staff and operations for major CA bridge projects.

Relevant Projects

- **Confusion Hill Bypass Construction on US 101, Mendocino County -**
As assistant structure representative, in charge of reviewing all technical & environmental related submittals including mass concrete mix design, concrete for CIDH in wet & dry shafts, segmental bridge as well as CIP PS concrete construction shop drawings, temporary shoring, complicated multi-level false work plans, large CIDH piling, PS stressing. Reviewed CPM schedule management, attended various meetings to address concerns of Caltrans and various stakeholders regarding environmental, technical, safety and scheduling issues. Reviewed schedule, logs (tracking various correspondences, status of submittals and dispute resolutions process) diaries, meeting minutes; and took corrective action plans to settle issues, negotiate CCO costs, prepared reports such as structures rep. weekly reports, weekly news letters, progress pay and properly document and communicated the outcome with Caltrans OSC management to ensure schedule and budget compliance.

Completion Date: 6/2008

Contact: Sebastian Cohen, Supervising Engineer, Caltrans District 1, (707) 445-6600

- **Benicia Martinez Bridge & Moccoco OH -** Construction Manager/Caltrans Structures Representative. Construction operations included earthwork, concrete, structural steel erection, welding, and painting. Conducted review of falsework, shop drawings, and submittals. Developed CCOs and performed cost analysis, collected data to resolve disputes and directed the staff in compiling the project records in accordance with the guidelines in the Construction Manual.

Completion Date: 12/1989

Contact: Sebastian Cohen, Supervising Engineer, Caltrans District 1, (707) 445-6600

- **Cache Creek Bridge, Route 20, Lake County** - Construction Manager responsible for reviewing Contractor's shop drawings for the removal, replacement and rehabilitation of the joint seal assembly and the unsound concrete around the joints. Reviewed contractor's bridge removal plan, CPM schedule, traffic control plan and provided comments and or recommendation for improvement of all aforementioned plans before approval for execution.

Completion Date: 2008

Contact: Sebastian Cohen, Supervising Engineer, Caltrans District 1, (707) 445-6600

- **East Fork Russian River Bridge, US-101, Mendocino County** - Construction management for the removal, replacement, and rehabilitation of joint seals, removal of unsound concrete and repair with set-45 concrete. Reviewed and approved polyester concrete mix and placement per plan, application of methacrylate to seal finite cracks, and placement of polyester concrete overlay.

Completion Date: 2008

Contact: Sebastian Cohen, Supervising Engineer, Caltrans District 1, (707) 445-6600

- **Various Bridge Rehabilitation Projects, Northern CA** - Structure Representative / Assistant Structure Representative responsible for various bridge rehab projects including polyester concrete overlays, joint reconstruction and paint steel bridges. Responsibilities included supervising field inspection and office engineering, review and approve various submittals including excavation & shoring, false-work, scaffolding plan, CIP P/S, structural steel shop plans. Review schedule, and take corrective action plans to resolve issues and negotiate CCO costs, prepare reports such as structures rep. weekly reports, progress pay source documents to communicate with CT management in OSC to ensure that the project is proceeding on schedule and on budget. He worked on Fix 50, a deck on deck, column casing, in Sac County, on I-5, in San Joaquin County in charge of inspection multi span widening 6" RC slab on top of 15" PC/PS concrete deck. In addition, he worked on removal and replacement of bridge deck using lightweight concrete, all mechanical and electrical components of movable swing span bridge on SR 12, on Mokolumne River Bridge. Other rehab projects included Structural Steel, CIP PS Concrete bridge widenings, Polyester Overlay, HMWM treatments, painting and various types of joint reconstructions on US101, SR162, SR253, SR20.

Completion Date: 2011-2014

Contact: Caltrans, John Lammers, (916) 208-8445

- **3 Bridges, Town of Fairfax BPMP Projects** - Performed construction working day analysis, items and unit costs analyses; prepared specification template for each project; and prepared design and construction schedules for three HBP projects, Creek Road Bridge, Meadow Way Bridge and BPMP. The BPMP project included three bridges requiring polyester concrete deck overlays and spall, joint seal, scour protection and wingwall repairs. The seismic retrofit project, including bridge support retrofit, anchor slabs at each end and cable restrainers, also included BPMP for the bridge. The bridge replacement included steel, concrete and wood alternatives, conventional and mechanically stabilized (MSE) retaining walls, and lifecycle cost estimates.

Completion Date: TBD

Contact: CIC (Prime Consultant), Nader Tammannie (916) 448-1980



Thomas Tadayon

Years Experience: 34, With MGE: 2

Construction Inspector



Education

BS, Civil Engineering,
1984

Professional Registration

1999/Engineer-in-
Training

Certification(s)

LEED

Certificate programs for
Green Energy Wind/Solar
projects

CMAA Certified
Construction Manager

OSHA Certificate of
Training for Construction
Safety & Health

Certification for Quality
Assurance & Management

California Contracting Law,
Certificate Program

Registered CSLB, B License
740317 & 831200

Surveying Program
Certificate

Completed Projects

Federally Funded: 8

**Bridge Rehabilitation or
Replacement: 10+**

Key Qualifications

Mr. Tadayon offers extensive experience in the engineering and construction industry. He has experience in polyester concrete and Methacrylate coating for bridge deck rehabilitation projects, and inspection of structure types including steel, prestressed concrete, reinforced concrete and wood-framed structures. Project responsibilities have consisted of estimating, Value Engineering, CPM - P3/MC Project Scheduling, QA/QC and Safety Plan (IIPP), SWPPP, field/office coordination, RFIs, RFPs & Contract Change Orders (CCOs). As an inspector, he has interacted with public agencies and private sector for local, State & Federally funded projects.

Relevant Projects

- **Caltrans, District 01, Contract No. 01-0H210, Highway 175 Westbound, PM 0.97, Lake County, Soldier Pile Wall** - Assistant Structures Representative for construction of a soldier pile wall from Sta. 100+00.00 to Sta. 100+67.50. The project involved placement of 16 Steel Soldier Piles (W14X132) in 30" Diameter with 28'-3" Concrete Backfill and 11'-0" Slurry Backfill including forming 16 Pile Caps using Sonotub forms 2'-6" Diameter and 20" High. Perimeter of pile cap was backfilled with native material.

Completion Date: 7-2017

Contact: Caltrans Senior Engineer, Keith Osantowski (510) 385-7112 or RE, Katharine Perrin, Katharine.perrin@dot.ca.gov

- **Caltrans, District 01, Contract No. 01-0G7504 Highway 175 Eastbound, PM 21.10, Lake County, Soil Nail Retaining Wall** - Assistant Structures Representative for construction of a Soil Nail Retaining Walls approximately 160 feet in length and 42 feet high. Due to soil conditions Shotcrete was applied before drilling for the Soil Nail tiebacks. Installed Geocomposit Drain Strip, hanging Welded Wire Mesh 4x4 - W4.0 X W4.0, and Type #4 Vertical/Horizontal Waler Bars. 1st to 2nd Row 55', 3rd to 6th Row 40' and 7th Row 25' Drilling was completed at a 15 Degree Angle using 5.5" WMS. B7B Bit, 10' each SN Bar using Coupling Drill to Refusal. Total of approximately 130 Soil Nails. Weepholes and Wall Drains were constructed at the bottom of Wall I. Second layer was comprised of 4x4 Wire Mesh and #4-12" on Center Vertical/Horizontal Bars with a Minimum of 8" Shotcrete. Wall Drains were constructed at the bottom of the wall using Geogrid. The top portion of Soil Nail Wall was stained.

Completion Date: 2017 - Ongoing

Contact: Caltrans Senior Engineer, Keith Osantowski (510) 385-7112 or RE, Dan Kraft, dan.kraft@dot.ca.gov

- **Caltrans, District 01, Highway 175, Eastbound, Lake County/Mendocino County, Multiple Locations, Slope Repair** - Assistant Structures Representative for construction of Slope Repair at three locations along HWY 175, EB. 1) PM 5.9 comprised of 11 Ground Anchor Tieback at 55' to Refusal with 15 Degree Angle on Sheet piles, Installation of 23 Steel Soldier Piles (W14X68) 45' in length in 30" Diameter Drilled Hole, Treated Timber 6X12 Lagging with 1 Concrete Waler, and Crack Injection with Polyurethane. Also included 194' EB, Asphalt Concrete pavement repair. 2) PM 8.7 required installation of 8" Diameter in Drilled Borehole 50' in Depth, and Crack Injection with Polyurethane. PM 8.8 included installation of 25 Steel Soldier Piles (12X96) 45' in length in 30" Diameter Drilled Holes with Treated Timber 6X12 Lagging, and Installation of Ground Anchor Tieback. The First Layer had 19 Holes at 55' Refusal with 15 Degree Angle and Concrete Waler, The Second Layer had 14 Ground Anchor and Concrete Waler. 3) PM 8.9 had Drilled Borehole 8" Diameter at 2 locations 52' & 55' in Depth. Crack Injection Polyurethane 450' in length and 25 Pipe Pile 6" Diameter. in different Length from 15' to 28' total of 425 feet.

Completion Date: 2017 - Ongoing

Contact: Caltrans Senior Engineer, Keith Osantowski (510) 385-7112 or RE, Dan Kraft, dan.kraft@dot.ca.gov

- **Crosstown Freeway Extension Viaduct, West from Fresno Avenue to Navy Drive, San Joaquin County, Caltrans EA 10-0S1104** - Assistant Structures Representative for construction of the new twin viaduct (bridge) structures that will cross over Fresno Avenue and create a grade separation that will no longer allow highway traffic to enter the Boggs Tract neighborhood at Fresno Avenue. Navy Drive will be converted to a four-lane facility with auxiliary lanes and a partial interchange.

Completion Date: 5-2016

Contact: Caltrans RE, Stephen Pozzo, (209) 610-8650 stephen.pozzo@dot.ca.gov

- **Bridge Deck Rehab/Upgrade, Various Locations, SR-96, Siskiyou & Humboldt counties, Caltrans EA 02-2E2914** - Assistant Structures Representative for deck rehabilitation (polyester concrete overlay and methacrylate coating) at various locations: Salmon River, Klamath River, Dillon Creek, Swillup Creek, etc. Responsible for overall construction inspection, submittal process/approval, trial overlay, 109 Certification, Min 97% Compaction Test 552, QC & Assurance and Gilmore Needle under ASTM C 266, SWPPP, Daily diary/photos, and monthly quantities.

Completion Date: 12-2013

Contact: Caltrans RE, Russell Cox, 541-260-2720 or SR, Bob Thompson, 530-605-5872

- **Shasta River Bridge Deck Replacement/Seismic Retrofit, I-5, Yreka, Caltrans EA 02-3C9204** - Assistant Structures Representative for the rehabilitation of the precast box girder and cast-in-place box girder bridge. Responsibilities include: field construction inspection, daily reports, CCOs, Quantity Control, review of concrete mix and observation of pours, observation of excavation and structure backfill, inspection of rebar work, cofferdam construction, and coordination with field personnel.

Completion Date: 9-2013

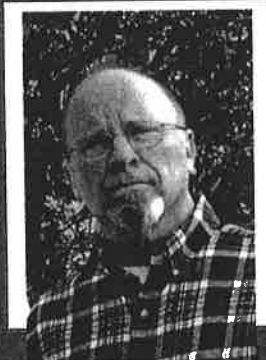
Contact: Garry Tolen, Caltrans Sr. Bridge Eng, O: (530) 225-3209, C: (530) 356-9242
Andy O-Sullivan, Caltrans Structures Rep., C: (530) 941-8272



John H. Dailey, PE, GE

Years Experience: 40, With SHN: 6

Senior Geotechnical Engineer



Education

B.S., Civil Engineering, UC Davis; 1975

Graduate Studies, UC Davis; 1975-1976

Graduate Studies, CSU Fullerton; 1977

Certificate in Environmental Site Assessment & Remediation, UC Berkeley Extension; 1998

Professional Registration

Civil Engineer, CA #30345

Geotechnical Engineer; CA #256

Civil and Geotechnical, OR # 79564

Civil Engineer, WA #46060

Qualified SWPPP Developer and Practitioner (QSD/P) No.24360

Completed Projects (6)

Federally Funded: 6

Bridge Rehabilitation or Replacement: 6

Key Qualifications

Mr. Dailey has experience in geotechnical, civil, and environmental engineering while working with federal, state, and local regulatory agencies, as well as the private sector. His experience includes project management, subsurface geotechnical and environmental investigations, site remediation, plan and procedure development, specification and bid preparation, permitting, and subcontractor selection. Mr. Dailey's field experience includes excavation and drilling for geotechnical and environmental investigations, including soil and groundwater sampling; monitoring well design and installation; field and laboratory soil testing; and design and installation of remediation systems, including soil vapor extraction, pump and treat, and ozone sparging. Mr. Dailey has also performed investigations of landslides and structural damage due to landslides, settlement, undermined foundations, expansive soils and pavement evaluation and rehabilitation, with recommendations for repair to damage and correction of causes.

Relevant Projects

- **Matson Creek Bridge, Coos County, OR.** Project Engineer during geotechnical investigation for a concrete bridge located on Catching Slough Road that was supported on a deep driven pile foundation system.

Completion Date: 2011

Contact: Rob Schab, General Manager, Coos Bay N. Bend Water Board, 541-267-3128

- **Hammond Trail Bridge Replacement, Arcata, CA.** Project engineer during the geotechnical investigation for a three-span concrete box girder bridge on deep pile foundation in 70 feet of liquefiable sands over the Mad River.

Completion Date: 2015

Contact: Hank Seemann, Dep. Director Humboldt Co. Public Works, 707-268-2680

- **Pine Hill Road Bridge Replacement, Eureka, CA.** Project engineer during geotechnical investigation for a concrete bridge supported on a driven pile foundation system in over 70 feet of soft bay mud and liquefiable sand layers.

Completion Date: 2013

Contact: Jim Foster, Quincy Engineering, 916-368-9181

- **Mendocino Transit Authority, Ukiah, CA.** Project engineer during geotechnical investigation and design of an Administration/Operations Building and Solar Canopy supported on drilled pier foundation systems.

Completion Date: On-going

Contact: Bruce Richard, General Manager, Mendocino Transit Authority, 707-462-5765



Stephen James

Years Experience: 17, With SHN: 8

Laboratory and Inspections Manager



Professional Registration

Caltrans Certificate of Proficiency

American Concrete Institute – Concrete Field Testing Technician – Grade 1 ID# 00030068

ICC Certified Structural Masonry, Reinforced Concrete, and Structural Steel & High Strength Bolting Special Inspector
NICET Level 2 Asphalt, Soils, and Concrete #123262

TxDOT Hot Mix Asphalt Center – Superpave Training Program

TxDOT Level 1A(e) HMA Plant Operations Specialist

AWS Certified Welding Inspector #09021121

Magnetic Particle Level 2 NDT Inspector

Ultrasonic Level 2 NDT Inspector

Sharp Industrial Radiation Safety Training Certified Radiation Safety Officer Training

24 Hour Hazwoper Training

Completed Projects (12)

Federally Funded: 12

Bridge Rehabilitation or Replacement: 12

Key Qualifications

Mr. James has experience providing special inspections including structural steel welding, structural concrete, structural masonry, hot mix asphalt and other construction materials. In addition to a long list of special inspection certifications, Mr. James provides effective and timely project management for all types of public and private sector projects. He also provides a wide range of construction materials laboratory testing experience and certifications as well as the educational background to provide Quality Assurance and Quality Control for all field inspections and laboratory testing procedures. As a Certified Welding Inspector, Mr. James is competent in visual weld inspections, nondestructive testing, and evaluation, writing welding procedure specifications (WPS), and qualifying welders and welding operators.

Relevant Projects

• Hildebrand Bridge Replacement Project, Lake County, CA

The project consisted of replacing the existing bridge on Hildebrand Drive (CR 125) crossing St. Helena Creek. The new bridge is a 100-foot long, 21.5-foot wide, single span precast pre-stressed concrete girder bridge with reinforced concrete wall abutments. Quality control testing including: concrete sampling, batch plant inspection, source quality control sampling, earthwork compaction testing, asphalt pavement compaction testing and sampling, laboratory testing of embankment fill, subgrade, aggregate base & HMA.

Completion Date: 2015

Contact: Steve Mellon, PE, Quincy Engineering, 916-368-9181

• Feliz Creek Bridge Replacement, Mendocino County, CA

The Project consisted of the replacement of the existing bridge with the installation of a new bridge and realigning the County road. The materials testing included compaction testing for new roadway embankment and road base, concrete sampling and testing for drilled, cast-in-place piers, abutments, and bridge deck and structure backfill testing. All testing was performed in accordance with Caltrans test methods.

Completion Date: 2014

Contact: Steve Mellon, PE, Quincy Engineering, 916-368-9181

• Caltrop District 1 Lake County Paving Projects, Lake County, CA

Mr. James served as a Hot Mix Asphalt (HMA) Plant Inspector and a Quality Assurance Tester for HMA and Rubberized HMA on two large paving projects in Lake County. This work was done at night to alleviate traffic congestion and was interrupted numerous times due to wild fires. Mr. James collected samples at the plant and performing acceptance tests at the Kelseyville and Clear Lake Caltrans laboratories.

Completion Date: 2016

Contact: Verna Adams, Caltrop Corporation, 909-256-8105



Resume of Victoria Castaneda (Principal)

Career Highlights

Ms. Castaneda has over 25 years of experience in contract management, labor compliance and relations and operational improvements for State and Local Government Organizations. Her experience has included a variety of engagements including contract and labor compliance/monitoring, contract analysis, benchmarking, regulatory compliance, business and employment process improvement.

Education and Educational Activities

*B.A Degree, California State University,
Los Angeles*

*State of California, Bilingual Teaching
Credential, Elementary Education
Multiple Subjects
American Contract Compliance
Officers Certificate*

Associations

*Bay Area Contract Administration Officers
Association
National Association of Women
Business Owners
American Public Works Association*

Certifications:

*DCM Group DIR LCP Certificate No
2004.000441*

Accomplishments

- Designed and implemented a comprehensive labor compliance program to comply with Labor Code Section 1770-1780 and California Codes 16001-16802
- Coordinated capital improvement projects from its inception through the bid solicitation, award, contract award, prevailing wage monitored, labor compliance and project close out
- Defined the scope of services, prepared the contract, selected the consultant, negotiated and prepared contract, directed the work of contract officer
- Monitored payment of prevailing wage and labor compliance resolved project-related issues and problems
- Enforced state and federal compliance monitoring
- Interfaced with other City Agencies, State and Federal Agencies
- Interfaced with City Council, Labor Management and Community Leaders
- Provided technical and labor compliance assistance
- Resolved non-compliance and labor violations within five days
- Monitored all aspects of the project for overall project compliance
- Audit Prime and Subcontractor Billings and Certified Payrolls
- Interface with Project Managers, Inspectors and Resident Engineers
- Wage Applicability and Labor Determinations
- Document Control for prime and subcontractor tracking
- Construction Management and Engineering support
- Coordinated community outreach efforts

Experience

As Principal for Diversified Contract Management Group. I've been the Labor Compliance Manager for multiple public works agencies and projects, providing labor compliance monitoring community outreach services throughout California since 1997

*Contract Analyst, Sacramento Municipal Utility District -- 6201 S Street,
Sacramento, CA, 95817 September 1992 through February 1997*

Responsible for the development and implementation of the Districts Contract Program for Construction, Professional Services, and Commodities. Provide engineering assistance to contract staff in project management, budgets, and project analysis. Prepared and evaluated contract documents, professional service agreements to insure compliance with District's contracting ordinances. Monitored post-awarding of contracts to evaluate expenditures and compliance with state and federal project close out requirements. Managed problematic projects. Completed the Sacramento Municipal Utility Feasibility Study. Prepared reports providing data and analysis of the District's Co-Generation Plant \$200 million construction projects. Served as liaison to District's department managers. Coordinated the District's recruitment/outreach program to local community based organizations. Responsible for the development and implementation of the District's Contract Outreach Plan and Equal Employment Opportunity policies. Served as liaison to the various contract divisions and community leaders. Investigated EEO complaints and investigations.

*Contract Compliance Coordinator, City of San Jose, Office of the City Manager/Public Works -- 801 North First Street, San Jose, CA 95110
June 1987 through June 30, 1991*

Responsible for the development of the city's contracting ordinances, federal regulations, and Equal Opportunity requirements. Responsible for the development and implementation of the city's labor compliance program. Monitored post-awarding of city construction contracts to insure labor law requirements and project close out. Investigated alleged discrimination and labor violations of city construction contracts. Prepared and evaluated contract documents, professional service agreements to insure compliance with city's contracting ordinances. Monitored post awarding of contracts to evaluate expenditures and compliance with state and federal requirements. Developed a citywide community outreach program to increase local business participation. Managed problematic projects.

Reviewed and analyzed Supreme Court ruling (J.A. Croson v. City of Richmond, VA.) impact on City's local contracting ordinance. Project Manager for the City's Disparity Utilization Study. Prepared reports providing data and analysis of contract compliance program effectiveness. Supervised staff of five. Served as project manager to City Manager and city departments and community-based organizations. Managed problematic projects and community disputes. Coordinated the city's recruitment/outreach program to local community based organizations. Responsible for the development and implementation of the City's Business Development

Contract Compliance/Administration Officer, City of Oakland, Public Works, One City Hall Plaza, Oakland, CA 94612 April 1985 through June 1987 Responsible for the implementation of the City's Business Diversity program.

Responsible for the development and implementation of the city's labor compliance program Evaluated contract documents, professional service agreements to insure compliance with city's contracting ordinances. Monitored post-awarding of contracts to evaluate expenditures and compliance with state and federal requirements. Analyzed state and federal legislation governing the city's procurement policies. Managed the City's Community Development Block Grant Program (CDBG) to ensure compliance with Davis Bacon Federal requirements. Prepared monthly reports providing data and analysis of department budget and program effectiveness. Responsible for the implementation and coordination of the City's Procurement Conference. Served as liaison to various community groups and city officials.

Contract Service Coordinator, Technical Data – Department of Transportation (DOT) 1900 Powell Street, Emeryville, CA 96508 -- December 1983 through April 1985

Served as consultant for California Department of Transportation's (DOT) Affirmative Action for Northern California. Offered assistance to trade associations, general and sub-contractors to achieve DOT projects goals.

Monitored post-awarding of contracts to assure prevailing wage compliance with State Labor Law regulations. Assisted DOT Office of Civil Rights with state certification of prime and subcontractor's eligibility. Prepared monthly reports providing data and analysis of program accomplishments.



Resume of Valerie Ramirez (Labor Compliance Officer)

Education and Educational Activities

- **High School Diploma – General Education**
Argus High School
Ceres, CA
- **General Education**
San Joaquin Delta College
Stockton, CA

Summary

Accomplished construction labor compliance administrator with expertise in both state and federal projects.

Career Highlights

- Excellent communication skills
- Microsoft Office Proficiency
- Filing and data archiving
- Advanced labor compliance
- Insurance processing
- Strong problem solver
- Multi-line phone proficiency
- Strong interpersonal skills
- Customer-service oriented

Experience

DCM Group
Sacramento, CA

February 2016- Present

- Monitored payment of wage and labor compliance resolved project-related issues and problems
- Enforced state and federal compliance monitoring
- Implemented a comprehensive labor compliance program to comply with Labor Code Section 1770-1780 and California Codes 16001-16802

Diède Construction Inc.

July 2005 to September 2015

Labor Compliance Administrator
Lodi, CA

- Completed required job start-up including review of the specs to identify the type of project, completing the DAS-140, DAS 142 and Fringe Benefit statement, communicate and meet with the owner representative to identify any special requirements and passing those down to all subcontractors. Ensure subcontractors are familiar with the required process and identify all expectations.
- Audited daily reports against payroll reports to verify accuracy of wages and classification
- Collected and verified all subcontractor payroll reports including DAS-140, DAS-142 Fringe Benefit Reports and Training Fund Contributions
- Identified and solved payroll reporting issues and assisted subcontractors to resolve questions or problems they had in regards to State/Federal requirements
- Prepared and submitted weekly/monthly owner packages according to Project Specs
- Communicated directly with owners to answer any questions or solve any problems with the payroll submission
- Responded to Third Party requests according to the CA Code of Regulations
- Audited and responded directly to DIR regarding any Notice of Investigations
- At any time the above tasks were typically being processed for 12-15

State/Federal projects including between 10-35 subcontractors

Diede Construction Inc.

July 2005 to September 2015

Contract Compliance

Lodi, CA

- Created and maintained project spreadsheet verifying contract compliance (fully executed subcontract and/or work authorization for state, city, and county licenses, and insurance) for all subcontractor and lower tier subs
- Communicated with project managers regarding any subcontract changes made by subcontractor
- Verified that contractor licenses were valid and matched subcontractor's information
- Verified insurance requirements were met per project specification for each subcontractor and work authorization issued
- Verified that all subcontractors' insurance verifications were submitted prior to start of work
- Communicated weekly with superintendents identifying who was authorized on-site
- Reviewed project three week schedules for subcommittee compliance to eliminate any project delays
- At any time the above tasks were typically processed for 30-40 projects averaging 15 subcontractors

Diede Construction Inc.

July 2005 to September 2015

Estimating Clerk

Lodi, CA

- Attended meetings discussing upcoming project bidding
- Assigned staff to specific bid day task
- Solicit contractors by scope and area of project
- Contacted subcontractors regarding missing information
- Answered incoming calls and questions pertaining to bid
- Relayed information to bid runner to complete bid form by specified bid time

Diede Construction Inc.

July 2005 to September 2015

Administrative Assistant

Lodi, CA

- Answer multi-phone lines and direct incoming calls to the appropriate person
- Scheduled appointments
- Date stamped incoming mail and forwarded to appropriate party
- Mailed documents to meet the time frame for receiving requirements
- Inventory office supplies and purchase items as needed

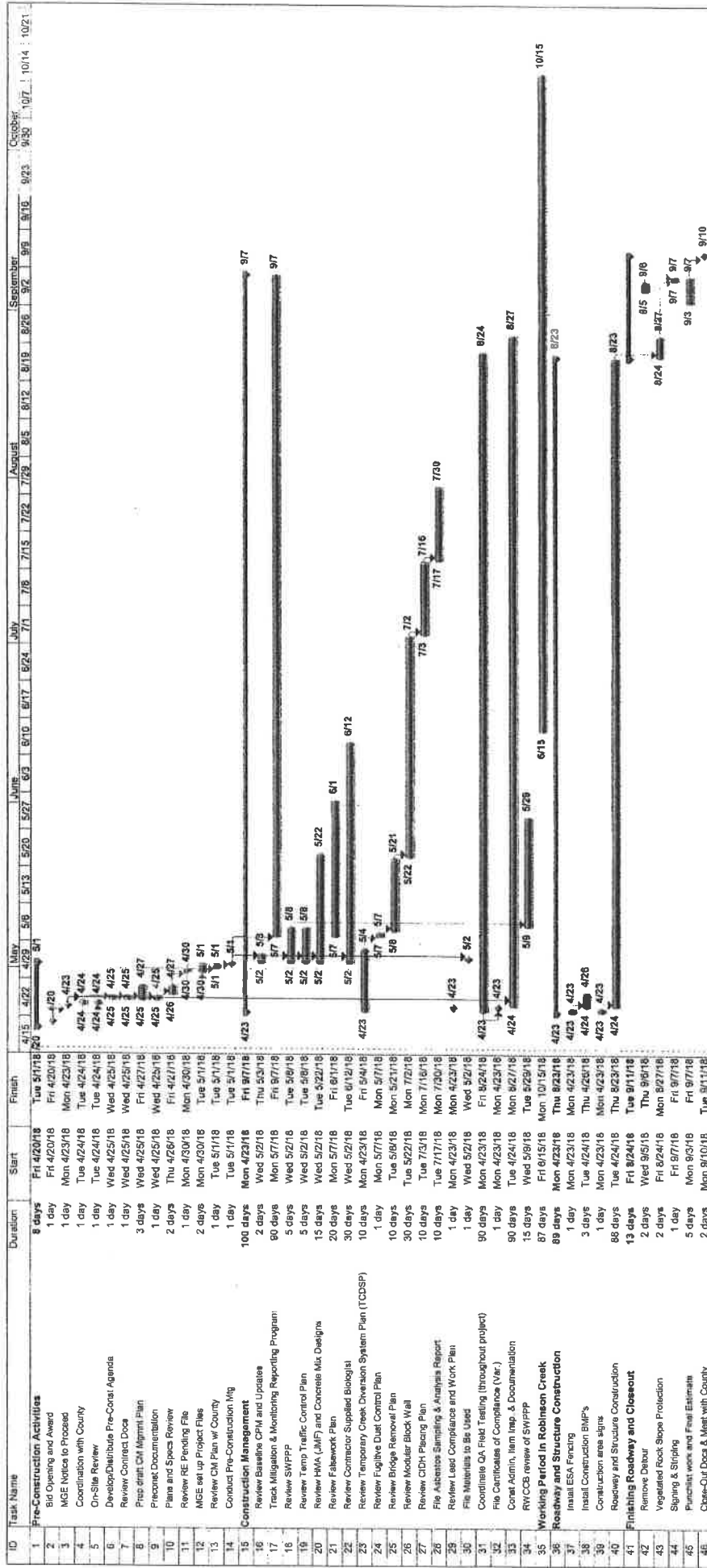


EXHIBIT “B”

TO

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

FOR

REPLACEMENT OF ROBINSON CREEK BRIDGE AT MOCKINGBIRD LANE (14C-0086)

IN LAKE COUNTY, CALIFORNIA

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Lake Public Works Department 2. Contract DBE Goal: 8%
3. Project Description: Mockingbird Lane over Robinson Creek Bridge Replacement – Construction Management Services
4. Project Location: Mockingbird Lane over Robinson Creek in Lake County, CA
5. Consultant's Name: MGE Engineering, Inc. 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$240,987
8. Total Dollar Amount for ALL Subconsultants: \$45,297 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Prime Consultant - Construction Management Services	08142	MGE Engineering, Inc. 7415 Greenhaven Drive, Suite 100 Sacramento, CA 95831 (916) 421-1000	\$185,669
Subconsultant – Labor Compliance	36323	DCM Group 2315 Capitol Avenue, Second Floor Sacramento, CA, 95816 (916) 837-8111	\$10,021
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$195,690
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><i>H. Fred Huang</i> 4-17-18 15. Preparer's Signature 16. Date H. Fred Huang, PE 916-421-1000 17. Preparer's Name 18. Phone President 19. Preparer's Title</p>	
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant **MGE Engineering, Inc.****X**Project No. Mockingbird Lane over Robinson Creek, 14C0086 Contract No. BRLO-5914(105)Date 2/13/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Joe Siemers, PE	156	\$62.00	\$9,672.00
RE/Structure Representative*	Manouch Mahmoudzadeh, PE	776	\$65.00	\$50,440.00
Construction Inspector**	Thomas Tadayon	80	\$56.00	\$4,480.00
Administrative Support	Staff	54	\$30.00	\$1,620.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$66,212.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$66,212.00

INDIRECT COSTS

d) Fringe Benefits

(Rate: 41.60%)

e) Total Fringe Benefits [(c) x (d)]

\$27,544.19

f) Overhead

(Rate: 96.10%)

g) Overhead [(c) x (f)]

\$63,629.73

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]**

\$91,173.92

FIXED FEE 10.00%k) **TOTAL FIXED FEE [(c) + (j)] x (q)**

\$15,738.59

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs Project Manager	4,140	mile	0.545	2,256.30
Mileage Costs RE/Structure Representative	6,970	mile	0.545	3,798.65
Mileage Costs Inspector	1,230	mile	0.545	670.35
Per Diem RE/Structure Representative	CT Travel Guide		\$	9,840.00
GGL Services for 24" CIDH			6,000	6,000.00

l) **TOTAL OTHER DIRECT COSTS**

\$22,565.30

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

SHN Materials Testing Services	24,634.70
SHN Survey QA	10,641.18
DCM (Labor Compliance)	10,021.20
	\$
m) TOTAL SUBCONSULTANTS' COSTS	\$45,297.08

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**

\$67,862.38

TOTAL COST [(c) + (j) + (k) + (n)]

\$240,986.90

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Salary increases are not anticipated for this project, as it is 90 Working Days.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$66,212.00	1066	=	\$62.11	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$62.11	+	3.5%	=	\$64.29	Year 2 Avg Hourly Rate
Year 2	\$64.29	+	3.5%	=	\$66.54	Year 3 Avg Hourly Rate
Year 3	\$66.54	+	3.5%	=	\$68.87	Year 4 Avg Hourly Rate
Year 4	\$68.87	+	3.5%	=	\$71.28	Year 5 Avg Hourly Rate
Year 5	\$71.28	+	3.5%	=	\$73.77	Year 6 Avg Hourly Rate
Year 6	\$73.77	+	3.5%	=	\$76.35	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	1066.0	=	1066.0	Estimated Hours Year 1
Year 2	0.00%	*	1066.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1066.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1066.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1066.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1066.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1066.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$62.11	*	1066.0	=	\$66,212.00	Estimated Hours Year 1
Year 2	\$64.29	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$66.54	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$68.87	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$71.28	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$73.77	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$66,212.00	
Direct Labor Subtotal before Escalation				=	\$66,212.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

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

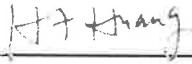
- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement,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

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 04/04/1028

Email: fhuang@mgeeng.com Phone Number: (916) 421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

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

List services the consultant is providing under the proposed contract:

Construction Management Services for Mockingbird Lane over Robinson Creek Bridge Replacement Project, Lake County, CA

Lake County Mockingbird Lane over Robinson Creek Bridge Replacement Project (Br. No. 14C0086) HBP No. BRLO-5914 (0105) Construction Management Services - MGE Engineering - Estimated Hours April 5, 2018										
Hourly Rate	Joe Gerner, P.E.	MGE	Manoach	Manoach P.E.	Thomas Tadeyem	MGE - Admin	MGE Task Total	SMN Testing	SMN (Survey Day)	DCM (Labor Compliance)
	162.11	169.96	146.42	78.44						
Task 1 - PRECONSTRUCTION SERVICES										
270 - 25 Construction Contract Administration Work	16	40					8	64		
270 - 99 Other Construction Engineering and General Contract Administration	16	40						56		
SUBTOTAL HOURS	32	80					8	120		
COST	\$5,187.56	\$13,596.44					\$627.53	\$19,411.53		
Task 2 - CONSTRUCTION SERVICES										
270 Construction Engineering and General Contract Administration										
270 - 20 Perform Construction Engineering Work	40	80						120		
270 - 25 Construction Contract Administration Work	60	96						156		
270 - 30 Contract Item Work Inspection		344	80					424		
270 - 35 Construction Material Sampling and Testing		40						40	\$24,634.70	
270 - 40 Perform Safety and Maintenance Reviews		8						8		
270 - 45 Relief from Maintenance Process		8						8		
270 - 55 Perform Final Inspection and Recommend Acceptance	8	8						16		
270 - 56 Employment Compliance	4	4						4		
270 - 65 TMP Implementation During Construction		8						8		
270 - 70 Environmental Mitigation/Mitigation Monitoring during Construction Contract	8	8					20	36		
270 - 99 Other Construction Engineering and General Contract Administration	8	8						16		
SUBTOTAL HOURS	124	612	80				20	836		\$10,021.20
COST	\$20,101.81	\$104,012.77	\$11,713.86				\$1,568.82	\$137,397.26		
285 Prepare and Administer Contract Change Orders										
285-05 Contract Change Order Process		16						16		
285-10 Functional Support								0		
280 Resolve Contract Claims										
290 - 05 Review and Analyze Notices of Potential Claims		8						8		
290 - 10 Supporting Documentation & Responses to NOPCs		8					0	8		
SUBTOTAL HOURS	0	32	0	0			0	32		
COST	\$0.00	\$5,438.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,438.58		
Task 3 - POST CONSTRUCTION SERVICES										
295 Accept Contract, Prepare Final Construction Estimate, and Prepare Final Report										
295 - 05 Process Estimate After Acceptance		8						8		
295 - 10 Prepare Proposed Final Contract Estimate		8						8		
295 - 15 As-Built Plans		16						16		
295 - 20 Prepare Project History File	0	4					10	14		
295 - 25 Prepare Final Report		4						4		
295 - 30 Process Final Estimate		8						8		
295 - 99 Other Accept Contract/Prepare Final Construction Estimate and Final Report		4					16	20		
SUBTOTAL HOURS	0	52	0	0			26	78		
COST	\$0.00	\$8,837.69	\$0.00	\$0.00	\$0.00	\$2,039.47	\$10,877.15			
TOTAL HOURS	156	776	80				54	1066		
TOTAL LABOR COST	\$25,289.38	\$131,885.47	\$11,713.86				\$4,235.81	\$173,124.52	\$24,634.70	\$10,021.20
GGL Services for 24" CDD										
Per Diem (30 days short term and 4 months long term)										
Mileage: Estimated 136 miles per trip x 30 trips at \$0.545/mile (Project Manager)										
Mileage: Estimated 140 mi x 38 trips + 30 mi x 55 trips at \$0.545/mile (RE/SR)										
Mileage: Estimated 495 mi x 2 trips + 30 mi x 8 trips at \$0.545/mile (Inspector)										
The cost of our services includes: furnishing of all materials, equipment and computers, labor and insurance for all services as outlined in the County's Request for Proposal. Full-time working hours are included for our RE/Structure Rep for 90 Working Days with exception of working hours not allowed to be performed on Saturdays, Sundays or Holidays as stated in the construction contract special provisions.										
TOTAL COST=										\$240,986.90

The cost of our services includes: furnishing of all materials, equipment and computers, labor and insurance for all services as outlined in the County's Request for Proposal. Full-time working hours are included for our RE/Structure Rep for 90 Working Days with exception of working hours not allowed to be performed on Saturdays, Sundays or Holidays as stated in the construction contract special provisions.

	Start Location	End Location	miles	trips	Total
Project Manager	MGE Office	Lakeport	138	30	4,140
Resident					
Engineer/Structure Rep	Rancho Cordova	Lakeport	140	38	5,320
	Lakeport	Lakeport	30	55	<u>1,650</u>
					6,970
Inspector	Calabasas	Lakeport	495	2	990
	Lakeport	Lakeport	8	30	<u>240</u>
					1,230

Short Term (30 days)

Hotel	\$90/night
Breakfast	\$8
Lunch	\$12
Dinner	\$20
Incidentals	\$6
total/day =	<u>\$136</u>

Assume work is between May1, 2018 to September 7, 2018 (90 working days)

RE/Structure Rep $30 * \$136 =$ \$4,080.00

Long Term

\$48/day

4 months*30 days*\$48/day = \$5,760.00

Grand Total = \$9,840.00

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

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

Note: Mark-ups are Not Allowed
Consultant

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant

SHN Consulting Engineers & Geologists, Inc.

Project No. BRLO-5914(105)

Contract No. 14C-0086

Date 4/13/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Geotech	John Dailey*	4	\$50.82	\$203.28
Senior Field Technician	Stephen James **	52	\$54.97	\$2,858.44
Senior Technician	Stephen James	60	\$34.08	\$2,044.80
Project Manager	Thomas Herman	8	\$63.13	\$505.04
			\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$5,611.56

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$5,611.56
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INDIRECT COSTS

d) Fringe Benefits

(Rate: 66.88%

e) Total Fringe Benefits [(c) x (d)]	\$3,753.01
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f) Overhead

(Rate: 70.92%)

g) Overhead [(c) x (f)]	\$3,979.72
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h) General and Administrative

(Rate: 36.56%)

i) Gen & Admin [(c) x (h)]	\$2,051.59
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$9,784.32
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FIXED FEE 10.00%

k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$1,539.59
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1) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		2064	0.545	1104.24
Equipment Rental and Supplies			\$	\$
Permit Fees				
Plan Sheets			\$	\$
Test - Lab Charges		1	6595.00	6595.00

1) TOTAL OTHER DIRECT COSTS	7699.24
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m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$
m) TOTAL SUBCONSULTANTS' COSTS	\$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$7,699.24
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TOTAL COST [(c) + (j) + (k) + (n)]	\$24,634.70
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NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$5,611.56	124	=	\$45.25	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.25	+	3.5%	=	\$46.84	Year 2 Avg Hourly Rate
Year 2	\$46.84	+	3.5%	=	\$48.48	Year 3 Avg Hourly Rate
Year 3	\$48.48	+	3.5%	=	\$50.17	Year 4 Avg Hourly Rate
Year 4	\$50.17	+	3.5%	=	\$51.93	Year 5 Avg Hourly Rate
Year 5	\$51.93	+	3.5%	=	\$53.75	Year 6 Avg Hourly Rate
Year 6	\$53.75	+	3.5%	=	\$55.63	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	124.0	=	124.0	Estimated Hours Year 1
Year 2	0.00%	*	124.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	124.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	124.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	124.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	124.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	124.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.25	*	124.0	=	\$5,611.56	Estimated Hours Year 1
Year 2	\$46.84	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$48.48	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.17	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.93	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$53.75	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$5,611.56	
Direct Labor Subtotal before Escalation				=	\$5,611.56	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

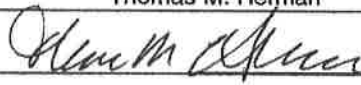
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
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Prime Consultant or Subconsultant Certifying:

Name: Thomas M. Herman Title *: Principal
Signature :  Date of Certification (mm/dd/yyyy): 4/13/2018
Email: therman@shn-engr.com Phone Number: 707-459-4518
Address: 335 S. Main Street, Willits, CA 95490

*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 materials testing

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant

SHN Consulting Engineers & Geologists, Inc.

Project No. BRLO 5914(105)

Contract No. Survey verification

Date 4/11/2018

DIRECT LABOR

DIRECT LABOR					
Classification/Title	Name	hours	Actual Hourly Rate	Total	
Project Surveyor	Matthew Herman*	30	\$46.48	\$1,394.40	
Survey Chief	Alex Camy**	24	\$25.75	\$618.00	
Non field technician	Alex Camy	16	\$25.75	\$412.00	
Survey Rodman	Timothy Couevas**	24	\$22.66	\$543.84	
Non field technician	Timothy Couevas	10	\$22.66	\$226.60	

LABOR COSTS

a) Subtotal Direct Labor Costs

\$3,194.84

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$3,194.84
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INDIRECT COSTS

d) Fringe Benefits

(Rate: 66.88%)	e) Total Fringe Benefits [(c) x (d)]	\$2,136.71
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f) Overhead

(Rate: 70.92%)	g) Overhead [(c) x (f)]	\$2,265.78
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h) General and Administrative

(Rate: 36.56%)	i) Gen & Admin [(c) x (h)]	\$1,168.03
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$5,570.52
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FIXED FEE	10.00%
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k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$876.54
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D) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		376	0.545	\$199.28
Equipment and Supplies		4	\$200	\$800
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

1) TOTAL OTHER DIRECT COSTS \$

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

	\$
	\$
	\$
	\$
	\$
	\$
m) TOTAL SUBCONSULTANTS' COSTS	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$999.28
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TOTAL COST [(c) + (j) + (k) + (n)]	\$10,641.18
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NOTES:

- NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
 3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$3,194.84	104	=	\$30.72	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$30.72	+	3.5%	=	\$31.79	Year 2 Avg Hourly Rate
Year 2	\$31.79	+	3.5%	=	\$32.91	Year 3 Avg Hourly Rate
Year 3	\$32.91	+	3.5%	=	\$34.06	Year 4 Avg Hourly Rate
Year 4	\$34.06	+	3.5%	=	\$35.25	Year 5 Avg Hourly Rate
Year 5	\$35.25	+	3.5%	=	\$36.49	Year 6 Avg Hourly Rate
Year 6	\$36.49	+	3.5%	=	\$37.76	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	104.0	=	104.0	Estimated Hours Year 1
Year 2	0.00%	*	104.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	104.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	104.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	104.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	104.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	104.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$30.72	*	104.0	=	\$3,194.84	Estimated Hours Year 1
Year 2	\$31.79	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$32.91	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$34.06	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$35.25	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$36.49	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$3,194.84	
Direct Labor Subtotal before Escalation				=	\$3,194.84	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

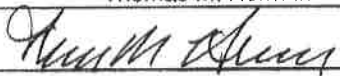
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All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Thomas M. Herman Title *: Principal
Signature :  Date of Certification (mm/dd/yyyy): 4/13/2018
Email: therman@shn-engr.com Phone Number: 70-459-4518
Address: _____

*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:

<p>Survey verification</p>

Mockingbird Lane at Robinson Creek Bridge Project - Construction Materials Testing

Materials Testing Estimate:

1. Cast In Place Concrete (<i>piles, abutments, wing walls , & Bridge Deck</i>)			
<i>Assuming 7 separate nonconsecutive concrete pours*</i>			
a) Mileage	14 trips (7 sample pickups)	\$.53/mile x 1,375 miles	720
b) Concrete cylinder tests		28 (total) at \$25/ each	700
c) Concrete Coarse Aggregate Gradations		14 (total) at \$50/ each	700
d) Concrete Fine Aggregate Gradations		7 (total) at \$60/ each	420
e) Concrete Aggregate Cleanness Tests		14 (total) at \$75/ each	1050
f) Concrete Sand Equivalent Tests		7 (total) at \$50/ each	350
Concrete Subtotal:			\$ 3,940
2. Structure Backfill and Roadway Embankment (<i>compaction testing & laboratory testing</i>)			
<i>Assuming 7 scheduled trips for structure backfill & Embankment Earthwork testing</i>			
a) Mileage	7 trips	\$.53/mile x 462 miles	245
b) Equipment Charges: Nuclear Gage		\$25/hr. x 14 hours	350
c) Laboratory Charges		(CT 216, CT 217, CT 231, CT 301)	1,175
Subgrade & Fill Subtotal:			1,770
3. Aggregate Base (<i>compaction testing and laboratory testing</i>)			
<i>Assuming 2 scheduled trips for aggregate base compaction testing</i>			
a) Mileage	2 trips	\$.53/mile x 152 miles	81
b) Equipment Charges: Nuclear Gage		\$25/hr. x 4 hours	100
c) Laboratory Charges		(CT 216,217,202,226,301)	550
Aggregate Base Subtotal:			710
4. Hot Mixed Asphalt (<i>compaction testing</i>)			
a) Mileage	1 trip	\$.53/mile x 90 miles	48
b) Equipment Charges: Nuclear Gage		\$25/hr. x 6	150
c) Laboratory Testing		(CT 202,217,301,308,309,375,382)	1,050
Hot mixed Asphalt Subtotal:			1,248

Estimated Materials Testing Laboratory Charges Total	\$6,595.00
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Reimbursables, Continued	
Field Testing and Equipment, Continued:	
Roto-hammer	\$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day*+
Soil Gas Probes	\$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 26.00/day*+
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day*+
Water Level Data Logger	\$ 60.00/day*+
Water Level Meter	\$ 33.00/day*+
Well Point	\$ 50.00/day
Survey Equipment:	
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*
Laboratory Tests:	
Asphalt Briquette Compaction	\$ 50.00/ea. ⁽¹⁾
Asphalt Bulk Specific Gravity	\$ 30.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleaness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$200.00/ea.
6-inch Mold	\$200.00/ea.
Check Point	\$ 75.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. ⁽²⁾
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 25.00/test (floor test)
Consolidation Test	\$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.
Disposable Concrete Molds	\$ 2.00/ea.
* 1/2 Day Minimum Charge. + 25% Weekly Discount, 40% Monthly Discount. (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304. (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant **DCM Group****X**

Project No. _____

Contract No. _____

Date **4/16/2018****DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly R	Total
Project Manager	Victoria Castaneda	16	\$71.75	\$1,148.00
Labor Compliance Officer	Valerie Rameriz	80	\$30.75	\$2,460.00
Admin/Clerical	staff	16	\$21.52	\$344.32
		0	\$0.00	\$0.00
		6	\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$3,952.32

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **\$3,952.32****INDIRECT COSTS**

d) Fringe Benefits

(Rate: 28.00%)

e) Total Fringe Benefits [(c) x (d)]

\$1,106.65

f) Overhead

(Rate: 68.00%)

g) Overhead [(c) x (f)]

\$2,687.58

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] **\$3,794.23**FIXED FEE 10.00%k) TOTAL FIXED FEE [(c) + (j)] x (q) **\$774.65****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE** (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Task 9 Contingency				\$1,500.00
			\$	\$
			\$	\$
			\$	\$

l) TOTAL OTHER DIRECT COSTS **\$1,500.00****m) SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$
m) TOTAL SUBCONSULTANTS' COSTS	\$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$1,500.00**TOTAL COST [(c) + (j) + (k) + (n)] **\$10,021.20****NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$3,952.32	118	=	\$33.49	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$33.49	+	3.5%	=	\$34.67	Year 2 Avg Hourly Rate
Year 2	\$34.67	+	3.5%	=	\$35.88	Year 3 Avg Hourly Rate
Year 3	\$35.88	+	3.5%	=	\$37.14	Year 4 Avg Hourly Rate
Year 4	\$37.14	+	3.5%	=	\$38.44	Year 5 Avg Hourly Rate
Year 5	\$38.44	+	3.5%	=	\$39.78	Year 6 Avg Hourly Rate
Year 6	\$39.78	+	3.5%	=	\$41.17	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	118.0	=	118.0	Estimated Hours Year 1
Year 2	0.00%	*	118.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	118.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	118.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	118.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	118.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	118.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$33.49	*	118.0	=	\$3,952.32	Estimated Hours Year 1
Year 2	\$34.67	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$35.88	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$37.14	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$38.44	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$39.78	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$3,952.32	
Direct Labor Subtotal before Escalation				=	\$3,952.32	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

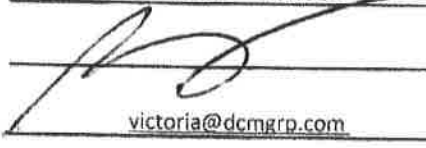
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Victoria Castaneda Title #: Principal
Signature:  Date of Certification (mm/dd/yyyy): 16-Apr-18
Email: victoria@dcmgrp.com Phone Number: (916) 443-2100
Address: 333 University Avenue Suite 200, Sacramento, CA 95825

*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:

Labor Compliance Services



EARTHSPECTIVES

250 Goddard
Irvine, California 92618

Phone: (949) 777-1270

Fax: (949) 777-1283

April 10, 2018

MGE Engineering, Inc.
7415 Greenhaven Dr., Suite 100
Sacramento, CA 95831
Attention: Mr. Joe Siemers

Dear Mr. Siemers:

**Proposal for Gamma-Gamma Logging (GGL)
CIDH piles at Abutment 1 and Abutment 2
Robinson Creek Bridge at Mockingbird Lane
Lake County, California**

Pursuant to your request of April 9, 2018, EarthSpectives (ES) is pleased to submit this proposal to provide Gamma-Gamma logging (GGL) of up to 8 CIDH piles at the subject project site. This proposal is based on project background information provided below:

- GGL to address 8 # 24 in. diameter shafts with an average length of 56.5 ft,
- Construction schedule requiring testing in up to 2 sessions

We understand that 2 access tubes will be installed over the full length of each 24-inch pile along their full length. The depths given above combined with the number of inspection tubes considered lead to a presumed total quantity of 904 ft of gamma-gamma tube logging. The access tubes consist of 2-inch diameter Schedule 40 PVC pipes attached to the reinforcing cage.

We also understand that all shafts and tubes scheduled to be tested within a given testing session will be safely accessible. Testing is to be performed according to project specifications and California Test Method 233. Testing includes lowering of 4.6 ft long and 1.25 in diameter probe to the bottom of each inspection tube and measuring the density of the concrete in close proximity of the inspection tubes at 0.1 ft intervals along the full length of the pile. We do not anticipate providing geotechnical consultation beyond that related to your understanding of the testing methods utilized for the project.

Per your request, we propose to charge our services in accordance with the following unit costs:

- \$ 1500 per move-in (includes equipment and operator mob, travel, accommodation, and set-up)
- \$ 1.75 per ft of gamma-gamma logging
- \$ 25 per pile for data post processing and analysis
- \$ 600 per report

Although our total fee will vary according to the actual scope of work performed, present assumptions lead to a total estimate of approximately \$5,982.00, as detailed below:

2 move-ins	$\$1500 \times 2 =$	\$ 3,000.00
904 ft of tube gamma-gamma logging	$\$1.75 \times 904 =$	\$ 1,582.00
8 shafts data processing and analysis	$\$25 \times 8 =$	\$ 200.00
2 reports	$\$600 \times 2 =$	\$ 1,200.00
	Total	\$ 5,982.00

Geotechnical Specialty Engineering



Additional assumptions that were made to produce the above schedule of charges include the following:

- Shaft sites are safely accessible to vehicles,
- Access tubes provide unrestricted access over their full length to probes, which has been checked *prior to our arrival* by others using a 1.25 inch diameter, 4.6 ft long dummy probe,

Our estimate does not include potential stand-by time due to potential lack of pile preparation, lack of access, pipe obstructions, or other reasons beyond our control, which will be charged at an hourly rate of \$165 for field operations. Consultation regarding potential remedial action in case anomalies are identified can be made available at an hourly rate of \$135. If anomalies are detected by GGL testing, it is sometimes beneficial to perform Cross-hole Sonic Logging (CSL) to further investigate the nature and the extent of the anomalies identified by GGL. For this, we recommend a contingency of 25% to cover the potential need for CSL testing

We will mobilize within 3 business days of receiving your written authorization to proceed. However scheduling of appropriate resources will require advance notice of the approximate date of testing. Our test reports will be issued within 3 days of completed testing session.

We appreciate the opportunity to be of service to MGE Engineering, Inc. If you have any questions, in particular relating to our proposed scope and estimated fees, please call.

Sincerely Submitted for EarthSpectives,

(Umesh) Umaiplan Sivaratnarajah, M.S.
Staff Engineer

Abe Construction Services, Inc.

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

March 27, 2018

Estimate for CIDH Pile Testing Services GGL (Gamma-Gamma Logging)

Mockingbird Lane
Lake County, CA

Attn: MGE Engineers
Joe Siemers

Scope: Perform GGL on 8 piles @ 24" x ~52' ave. length with 2 tubes/pile.
Assume 2 mobilization and 2 reports.

QTY.	DESCRIPTION	RATE / UNIT	COST
GGL FIELD TESTING			
45	GGL Equipment / Logging Charge	\$200.00 /pile	NA- Min. Day Charge
2	Minimum daily field charge (if Per pile charge per day < \$1000)	\$1,000.00 /day	\$2,000.00
0	Weekend or holiday premium charge	\$300.00 /day	\$0.00
REPORT / ANALYSIS/ ENGINEERING/ADMIN. CHARGES			
2	GGLTest Report submittals	\$500.00 / each	\$1,000.00
0	Engineer for meetings, standby at site, or contract review	\$200.00 /hr	\$0.00
0	Certified Payroll Reports (if required)	\$120.00 / each	\$0.00
TRAVEL / MOB EXPENSES			
2	Equipment Mobilization/vehicle/ travel costs	\$500.00 /trip	\$1,000.00
0	Overnight charge for consecutive field days out of town	\$150.00 /day	\$0.00
Total Estimate			\$4,000.00

Notes & Terms:

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

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

This quote is valid for 90 days.

Company _____

Date _____

Print name & title _____

Signature _____