

**TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA**

**AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND MARK THOMAS & COMPANY,
INC.**

FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Mark Thomas & Company, Inc..

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be **Eric Lily**.

The name of the "LOCAL AGENCY" is as follows:

Tehama County, through its Department of Public Works

The Contract Administrator for LOCAL AGENCY will be **Jessica Pecha, Senior Civil Engineer**.

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated **April 30, 2024**. The approved CONSULTANT's Cost Proposal (Attachment I) and Scope of Work identified in the Request for Qualifications (RFQ) (Attachment II) are attached hereto and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this AGREEMENT, this AGREEMENT shall take precedence.
- C. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, including the cost to defend, County and its officers, officials, employees, and volunteers from and against all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and CONSULTANT's agents, employees, or subconsultants in the performance of the services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of LOCAL AGENCY; and does not apply to any passive negligence of LOCAL AGENCY unless caused at least in part by the CONSULTANT. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

The CONSULTANT shall require in a written contract and verify that all subconsultants meet the following requirements:

1. Design Professional subconsultants meet the indemnity requirements of the CONSULTANT as outlined above
2. All other subconsultants meet the following indemnity requirements:
 - a. To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, indemnify, and save harmless LOCAL AGENCY and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by CONSULTANT's employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by CONSULTANT hereunder and resulting from the negligent act or omissions of CONSULTANT, CONSULTANT's agents, employees, or subconsultants. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.
3. All subconsultants shall maintain Insurance applicable to their scope of work meeting all the Insurance requirements of the CONSULTANT under this contract and shall also require its subconsultants provide endorsements and proof of such upon request to LOCAL AGENCY that:

- a. Name LOCAL AGENCY as an additional insured;
 - b. Agree that the subconsultant's coverage shall be primary and shall not require contribution from LOCAL AGENCY's insurance or self-insurance program, and
 - c. Waive subrogation rights in favor of LOCAL AGENCY.
- D. CONSULTANT shall, during the entire term of this agreement, act as an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LOCAL AGENCY to exercise discretion or control over the professional manner in which CONSULTANT (including CONSULTANT's employees) performs the services which are the subject matter of this agreement; provided always. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should: 1) provide communication of interim findings 2) sufficiently address any difficulties or special problems encountered; and 3) be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine whether CONSULTANT is performing to expectations, is on schedule, and develop remedies to any concerns raised in the report.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT Services

CONSULTANT shall provide On-Call Construction Management Services in accordance with the scope identified in the RFQ (Attachment II).

B. Right of Way

Not applicable to this AGREEMENT.

C. Surveys

Surveys will be performed in accordance with the scope of Task 7: Surveys and Survey Quality Assurance of the RFQ (Attachment II).

D. Subsurface Investigations

Subsurface investigations that extend beyond the scope of Task 5: Material Sampling and Testing of the RFQ (Attachment II) will be performed by the Geotech of Record.

E. Local Agency Obligations

LOCAL AGENCY will supply a "responsible in charge" person to inspect the work. LOCAL AGENCY will provide project oversight and consultation as required.

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

Not applicable to this AGREEMENT.

H. Consultant Services During Construction

The extent, if any of CONSULTANT's services during the course of construction such as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

K. Standards of the Profession

CONSULTANT agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which CONSULTANT has been properly licensed to practice.

L. Licensing or Accreditation

Where applicable, the CONSULTANT shall maintain the appropriate license or accreditation through the life of this AGREEMENT.

M. Nondiscrimination

The CONSULTANT is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

N. Implementation of Clean Air Act and Federal Water Pollution Control Act

If the amount of this agreement is in excess of \$100,000.00, the CONSULTANT is required to comply with Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE IV PERFORMANCE PERIOD

- A. This agreement shall go into effect on **May 7, 2024**, contingent on approval by the legislative body of the LOCAL AGENCY. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY's Contract Administrator. The AGREEMENT shall end **April 30, 2029**, unless terminated in accordance with ARTICLE VI below.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

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

Tehama County Public Works
Jessica Pecha, Senior Civil Engineer
9380 San Benito Avenue
Gerber, CA 96035
invoices@tcpw.ca.gov

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this

AGREEMENT shall not exceed **\$(Amount)5,000,000**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given 14-days written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 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 or 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for

audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'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 LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

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

ARTICLE X SUBCONTRACTING

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

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action

and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased as a result of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. 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.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

If AGREEMENT exceeds \$150,000:

- 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 local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$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 subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.), and the regulations or standards adopted by LOCAL AGENCY to implement such article. 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 AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan,

CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. 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.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. **The goal for DBE participation for this AGREEMENT is 18%.** Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in the CONSULTANT Contract DBE Commitment (LAPM Exhibit 10-O2) attached hereto and incorporated as part of the AGREEMENT (Attachment I, as applicable). If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit LAPM Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to

the LOCAL AGENCY which must include:

- a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, CONSULTANT shall submit documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant

- Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid 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 CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. .For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

Consultant shall procure and maintain insurance pursuant to Attachment III, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

ARTICLE XX FUNDING REQUIREMENTS

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

ARTICLE XXI CHANGE IN TERMS

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

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY 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 CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any SUBCONSULTANT shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY 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, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the 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.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'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 LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'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 CONSULTANT to any entity, except as required in performance of this AGREEMENT, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A -E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i) withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii) Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, In compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients,

sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

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

CONSULTANT: Mark Thomas & Company, Inc.
Eric Lily, Project Manager
701 University Ave, Suite 200
Sacramento, CA 95825
(916) 381-9100

LOCAL AGENCY: Tehama County Public Works
Jessica Pecha, Contract Administrator
9380 San Benito Avenue
Gerber, CA 96035

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT. This AGREEMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

<<Signatures on the following page>>

ARTICLE XXXV SIGNATURES

IN WITNESS WHEREOF, LOCAL AGENCY and CONSULTANT have executed this agreement on the day and year set forth below.

County of Tehama
Department of Public Works

James N. Simon, PE
Director of Public Works

Date: _____

Mark Thomas & Company, Inc.

Matt Brogan
Principal + Vice President

Date: _____

ATTACHMENT I - COST PROPOSAL

Cost Proposal 2

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Mark Thomas & Company, Inc.

Prime Consultant
 Subconsultant
 2nd Tier Subconsultant

Project No. _____

Contract No. Tehama

Participation Amount \$ \$ 2,550,000.00

Date: 2/16/2024

For Combined Rate	Fringe Benefit 95.61% + General & Administrative 55.05%	=	Combined	150.66%
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For Home Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%

	Fee	=	10%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Principal	\$ 426.00	N/A	2/16/2024	6/30/2024		\$ 154.50	\$ 138.00 - \$ 165.00
	\$ 447.30	N/A	7/1/2024	6/30/2025	5.00%	\$ 162.23	\$ 144.90 - \$ 173.25
	\$ 469.66	N/A	7/1/2025	6/30/2026	5.00%	\$ 170.34	\$ 152.15 - \$ 181.91
	\$ 493.14	N/A	7/1/2026	6/30/2027	5.00%	\$ 178.85	\$ 159.75 - \$ 191.01
	\$ 517.80	N/A	7/1/2027	6/30/2028	5.00%	\$ 187.80	\$ 167.74 - \$ 200.56
Area Manager - CM	\$ 370.00	N/A	2/16/2024	6/30/2024		\$ 134.19	\$ 105.00 - \$ 145.00
	\$ 388.50	N/A	7/1/2024	6/30/2025	5.00%	\$ 140.90	\$ 110.25 - \$ 152.25
	\$ 407.92	N/A	7/1/2025	6/30/2026	5.00%	\$ 147.94	\$ 115.76 - \$ 159.86
	\$ 428.32	N/A	7/1/2026	6/30/2027	5.00%	\$ 155.34	\$ 121.55 - \$ 167.86
	\$ 449.73	N/A	7/1/2027	6/30/2028	5.00%	\$ 163.11	\$ 127.63 - \$ 176.25
Division Manager - CM	\$ 340.00	N/A	2/16/2024	6/30/2024		\$ 123.31	\$ 105.00 - \$ 145.00
	\$ 357.00	N/A	7/1/2024	6/30/2025	5.00%	\$ 129.48	\$ 110.25 - \$ 152.25
	\$ 374.85	N/A	7/1/2025	6/30/2026	5.00%	\$ 135.95	\$ 115.76 - \$ 159.86
	\$ 393.59	N/A	7/1/2026	6/30/2027	5.00%	\$ 142.75	\$ 121.55 - \$ 167.86
	\$ 413.27	N/A	7/1/2027	6/30/2028	5.00%	\$ 149.88	\$ 127.63 - \$ 176.25

Division Manager - CM Eric Lilly	\$ 372.51	N/A	2/16/2024	6/30/2024		\$ 135.10	\$ 105.00 - \$ 145.00
	\$ 391.13	N/A	7/1/2024	6/30/2025	5.00%	\$ 141.86	\$ 110.25 - \$ 152.25
	\$ 410.69	N/A	7/1/2025	6/30/2026	5.00%	\$ 148.95	\$ 115.76 - \$ 159.86
	\$ 431.22	N/A	7/1/2026	6/30/2027	5.00%	\$ 156.40	\$ 121.55 - \$ 167.86
	\$ 452.78	N/A	7/1/2027	6/30/2028	5.00%	\$ 164.21	\$ 127.63 - \$ 176.25
Sr. Resident Engineer	\$ 295.99	N/A	2/16/2024	6/30/2024		\$ 107.35	\$ 90.00 - \$ 118.00
	\$ 310.79	N/A	7/1/2024	6/30/2025	5.00%	\$ 112.72	\$ 94.50 - \$ 123.90
	\$ 326.33	N/A	7/1/2025	6/30/2026	5.00%	\$ 118.35	\$ 99.23 - \$ 130.10
	\$ 342.65	N/A	7/1/2026	6/30/2027	5.00%	\$ 124.27	\$ 104.19 - \$ 136.60
	\$ 359.78	N/A	7/1/2027	6/30/2028	5.00%	\$ 130.48	\$ 109.40 - \$ 143.43
Sr. Project Manager - CM	\$ 280.99	N/A	2/16/2024	6/30/2024		\$ 101.91	\$ 80.00 - \$ 112.00
	\$ 295.04	N/A	7/1/2024	6/30/2025	5.00%	\$ 107.01	\$ 84.00 - \$ 117.60
	\$ 309.79	N/A	7/1/2025	6/30/2026	5.00%	\$ 112.36	\$ 88.20 - \$ 123.48
	\$ 325.28	N/A	7/1/2026	6/30/2027	5.00%	\$ 117.97	\$ 92.61 - \$ 129.65
	\$ 341.55	N/A	7/1/2027	6/30/2028	5.00%	\$ 123.87	\$ 97.24 - \$ 136.14
Project Manager - CM	\$ 256.01	N/A	2/16/2024	6/30/2024		\$ 92.85	\$ 72.00 - \$ 103.00
	\$ 268.81	N/A	7/1/2024	6/30/2025	5.00%	\$ 97.49	\$ 75.60 - \$ 108.15
	\$ 282.25	N/A	7/1/2025	6/30/2026	5.00%	\$ 102.37	\$ 79.38 - \$ 113.56
	\$ 296.37	N/A	7/1/2026	6/30/2027	5.00%	\$ 107.49	\$ 83.35 - \$ 119.24
	\$ 311.18	N/A	7/1/2027	6/30/2028	5.00%	\$ 112.86	\$ 87.52 - \$ 125.20
Resident Engineer	\$ 254.00	N/A	2/16/2024	6/30/2024		\$ 92.12	\$ 72.00 - \$ 110.00
	\$ 266.70	N/A	7/1/2024	6/30/2025	5.00%	\$ 96.73	\$ 75.60 - \$ 115.50
	\$ 280.03	N/A	7/1/2025	6/30/2026	5.00%	\$ 101.56	\$ 79.38 - \$ 121.28
	\$ 294.04	N/A	7/1/2026	6/30/2027	5.00%	\$ 106.64	\$ 83.35 - \$ 127.34
	\$ 308.74	N/A	7/1/2027	6/30/2028	5.00%	\$ 111.97	\$ 87.52 - \$ 133.71
Project Controls/Scheduler	\$ 213.00	N/A	2/16/2024	6/30/2024		\$ 77.25	\$ 53.00 - \$ 88.00
	\$ 223.65	N/A	7/1/2024	6/30/2025	5.00%	\$ 81.11	\$ 55.65 - \$ 92.40
	\$ 234.83	N/A	7/1/2025	6/30/2026	5.00%	\$ 85.17	\$ 58.43 - \$ 97.02
	\$ 246.57	N/A	7/1/2026	6/30/2027	5.00%	\$ 89.43	\$ 61.35 - \$ 101.87
	\$ 258.90	N/A	7/1/2027	6/30/2028	5.00%	\$ 93.90	\$ 64.42 - \$ 106.96
Inspector - CM* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 213.99	N/A	2/16/2024	6/30/2024		\$ 77.61	\$ 43.00 - \$ 88.00
	\$ 224.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 81.49	\$ 45.15 - \$ 92.40
	\$ 235.93	N/A	7/1/2025	6/30/2026	5.00%	\$ 85.57	\$ 47.41 - \$ 97.02
	\$ 247.72	N/A	7/1/2026	6/30/2027	5.00%	\$ 89.84	\$ 49.78 - \$ 101.87
	\$ 260.11	N/A	7/1/2027	6/30/2028	5.00%	\$ 94.34	\$ 52.27 - \$ 106.96
Inspector - CM* Ryan George* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 228.47	N/A	2/16/2024	6/30/2024		\$ 82.86	\$ 43.00 - \$ 88.00
	\$ 239.89	N/A	7/1/2024	6/30/2025	5.00%	\$ 87.00	\$ 45.15 - \$ 92.40
	\$ 251.88	N/A	7/1/2025	6/30/2026	5.00%	\$ 91.35	\$ 47.41 - \$ 97.02
	\$ 264.48	N/A	7/1/2026	6/30/2027	5.00%	\$ 95.92	\$ 49.78 - \$ 101.87
	\$ 277.70	N/A	7/1/2027	6/30/2028	5.00%	\$ 100.72	\$ 52.27 - \$ 106.96

Asst. Resident Engineer* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 217.00	N/A	2/16/2024	6/30/2024		\$ 78.70	\$ 55.00 - \$ 89.00
	\$ 227.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 82.64	\$ 57.75 - \$ 93.45
	\$ 239.24	N/A	7/1/2025	6/30/2026	5.00%	\$ 86.77	\$ 60.64 - \$ 98.12
	\$ 251.20	N/A	7/1/2026	6/30/2027	5.00%	\$ 91.11	\$ 63.67 - \$ 103.03
	\$ 263.76	N/A	7/1/2027	6/30/2028	5.00%	\$ 95.66	\$ 66.85 - \$ 108.18
Office Engineer	\$ 153.99	N/A	2/16/2024	6/30/2024		\$ 55.85	\$ 38.00 - \$ 66.00
	\$ 161.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 58.64	\$ 39.90 - \$ 69.30
	\$ 169.78	N/A	7/1/2025	6/30/2026	5.00%	\$ 61.57	\$ 41.90 - \$ 72.77
	\$ 178.27	N/A	7/1/2026	6/30/2027	5.00%	\$ 64.65	\$ 43.99 - \$ 76.40
	\$ 187.18	N/A	7/1/2027	6/30/2028	5.00%	\$ 67.89	\$ 46.19 - \$ 80.22
Office Technician	\$ 81.01	N/A	2/16/2024	6/30/2024		\$ 29.38	\$ 22.00 - \$ 40.00
	\$ 85.06	N/A	7/1/2024	6/30/2025	5.00%	\$ 30.85	\$ 23.10 - \$ 42.00
	\$ 89.31	N/A	7/1/2025	6/30/2026	5.00%	\$ 32.39	\$ 24.26 - \$ 44.10
	\$ 93.78	N/A	7/1/2026	6/30/2027	5.00%	\$ 34.01	\$ 25.47 - \$ 46.31
	\$ 98.47	N/A	7/1/2027	6/30/2028	5.00%	\$ 35.71	\$ 26.74 - \$ 48.62
Expert Witness	\$ 493.99	N/A	2/16/2024	6/30/2024		\$ 179.16	\$ 170.00 - \$ 185.00
	\$ 518.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 188.12	\$ 178.50 - \$ 194.25
	\$ 544.62	N/A	7/1/2025	6/30/2026	5.00%	\$ 197.52	\$ 187.43 - \$ 203.96
	\$ 571.86	N/A	7/1/2026	6/30/2027	5.00%	\$ 207.40	\$ 196.80 - \$ 214.16
	\$ 600.45	N/A	7/1/2027	6/30/2028	5.00%	\$ 217.77	\$ 206.64 - \$ 224.87
Strategic Consulting	\$ 493.99	N/A	2/16/2024	6/30/2024		\$ 179.16	\$ 170.00 - \$ 185.00
	\$ 518.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 188.12	\$ 178.50 - \$ 194.25
	\$ 544.62	N/A	7/1/2025	6/30/2026	5.00%	\$ 197.52	\$ 187.43 - \$ 203.96
	\$ 571.86	N/A	7/1/2026	6/30/2027	5.00%	\$ 207.40	\$ 196.80 - \$ 214.16
	\$ 600.45	N/A	7/1/2027	6/30/2028	5.00%	\$ 217.77	\$ 206.64 - \$ 224.87
Funding Manager	\$ 284.99	N/A	2/16/2024	6/30/2024		\$ 103.36	\$ 88.00 - \$ 114.00
	\$ 299.24	N/A	7/1/2024	6/30/2025	5.00%	\$ 108.53	\$ 92.40 - \$ 119.70
	\$ 314.20	N/A	7/1/2025	6/30/2026	5.00%	\$ 113.95	\$ 97.02 - \$ 125.69
	\$ 329.91	N/A	7/1/2026	6/30/2027	5.00%	\$ 119.65	\$ 101.87 - \$ 131.97
	\$ 346.41	N/A	7/1/2027	6/30/2028	5.00%	\$ 125.63	\$ 106.96 - \$ 138.57
Sr. Funding Specialist	\$ 185.01	N/A	2/16/2024	6/30/2024		\$ 67.10	\$ 52.00 - \$ 78.00
	\$ 194.26	N/A	7/1/2024	6/30/2025	5.00%	\$ 70.46	\$ 54.60 - \$ 81.90
	\$ 203.98	N/A	7/1/2025	6/30/2026	5.00%	\$ 73.98	\$ 57.33 - \$ 86.00
	\$ 214.17	N/A	7/1/2026	6/30/2027	5.00%	\$ 77.68	\$ 60.20 - \$ 90.29
	\$ 224.88	N/A	7/1/2027	6/30/2028	5.00%	\$ 81.56	\$ 63.21 - \$ 94.81
Funding Specialist	\$ 157.00	N/A	2/16/2024	6/30/2024		\$ 56.94	\$ 38.00 - \$ 67.00
	\$ 164.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 59.79	\$ 39.90 - \$ 70.35
	\$ 173.09	N/A	7/1/2025	6/30/2026	5.00%	\$ 62.78	\$ 41.90 - \$ 73.87
	\$ 181.75	N/A	7/1/2026	6/30/2027	5.00%	\$ 65.92	\$ 43.99 - \$ 77.56
	\$ 190.83	N/A	7/1/2027	6/30/2028	5.00%	\$ 69.21	\$ 46.19 - \$ 81.44

Project Accountant Manager	\$ 185.01	N/A	2/16/2024	6/30/2024		\$ 67.10	\$ 55.00 - \$ 78.00
	\$ 194.26	N/A	7/1/2024	6/30/2025	5.00%	\$ 70.46	\$ 57.75 - \$ 81.90
	\$ 203.98	N/A	7/1/2025	6/30/2026	5.00%	\$ 73.98	\$ 60.64 - \$ 86.00
	\$ 214.17	N/A	7/1/2026	6/30/2027	5.00%	\$ 77.68	\$ 63.67 - \$ 90.29
	\$ 224.88	N/A	7/1/2027	6/30/2028	5.00%	\$ 81.56	\$ 66.85 - \$ 94.81
Sr. Project Accountant	\$ 146.00	N/A	2/16/2024	6/30/2024		\$ 52.95	\$ 41.00 - \$ 63.00
	\$ 153.30	N/A	7/1/2024	6/30/2025	5.00%	\$ 55.60	\$ 43.05 - \$ 66.15
	\$ 160.96	N/A	7/1/2025	6/30/2026	5.00%	\$ 58.38	\$ 45.20 - \$ 69.46
	\$ 169.01	N/A	7/1/2026	6/30/2027	5.00%	\$ 61.30	\$ 47.46 - \$ 72.93
	\$ 177.46	N/A	7/1/2027	6/30/2028	5.00%	\$ 64.36	\$ 49.84 - \$ 76.58
Project Accountant	\$ 129.01	N/A	2/16/2024	6/30/2024		\$ 46.79	\$ 36.00 - \$ 57.00
	\$ 135.46	N/A	7/1/2024	6/30/2025	5.00%	\$ 49.13	\$ 37.80 - \$ 59.85
	\$ 142.24	N/A	7/1/2025	6/30/2026	5.00%	\$ 51.59	\$ 39.69 - \$ 62.84
	\$ 149.35	N/A	7/1/2026	6/30/2027	5.00%	\$ 54.17	\$ 41.67 - \$ 65.98
	\$ 156.82	N/A	7/1/2027	6/30/2028	5.00%	\$ 56.87	\$ 43.76 - \$ 69.28
Sr. Project Coordinator	\$ 145.00	N/A	2/16/2024	6/30/2024		\$ 52.59	\$ 43.00 - \$ 63.00
	\$ 152.25	N/A	7/1/2024	6/30/2025	5.00%	\$ 55.22	\$ 45.15 - \$ 66.15
	\$ 159.87	N/A	7/1/2025	6/30/2026	5.00%	\$ 57.98	\$ 47.41 - \$ 69.46
	\$ 167.86	N/A	7/1/2026	6/30/2027	5.00%	\$ 60.88	\$ 49.78 - \$ 72.93
	\$ 176.25	N/A	7/1/2027	6/30/2028	5.00%	\$ 63.92	\$ 52.27 - \$ 76.58
Project Coordinator	\$ 115.01	N/A	2/16/2024	6/30/2024		\$ 41.71	\$ 33.00 - \$ 52.00
	\$ 120.76	N/A	7/1/2024	6/30/2025	5.00%	\$ 43.80	\$ 34.65 - \$ 54.60
	\$ 126.79	N/A	7/1/2025	6/30/2026	5.00%	\$ 45.99	\$ 36.38 - \$ 57.33
	\$ 133.13	N/A	7/1/2026	6/30/2027	5.00%	\$ 48.28	\$ 38.20 - \$ 60.20
	\$ 139.79	N/A	7/1/2027	6/30/2028	5.00%	\$ 50.70	\$ 40.11 - \$ 63.21
Sr. Engineering Manager	\$ 380.01	N/A	2/16/2024	6/30/2024		\$ 137.82	\$ 112.00 - \$ 148.00
	\$ 399.01	N/A	7/1/2024	6/30/2025	5.00%	\$ 144.71	\$ 117.60 - \$ 155.40
	\$ 418.96	N/A	7/1/2025	6/30/2026	5.00%	\$ 151.95	\$ 123.48 - \$ 163.17
	\$ 439.90	N/A	7/1/2026	6/30/2027	5.00%	\$ 159.54	\$ 129.65 - \$ 171.33
	\$ 461.90	N/A	7/1/2027	6/30/2028	5.00%	\$ 167.52	\$ 136.14 - \$ 179.89
Engineering Manager	\$ 318.99	N/A	2/16/2024	6/30/2024		\$ 115.69	\$ 105.00 - \$ 126.00
	\$ 334.94	N/A	7/1/2024	6/30/2025	5.00%	\$ 121.47	\$ 110.25 - \$ 132.30
	\$ 351.68	N/A	7/1/2025	6/30/2026	5.00%	\$ 127.55	\$ 115.76 - \$ 138.92
	\$ 369.27	N/A	7/1/2026	6/30/2027	5.00%	\$ 133.93	\$ 121.55 - \$ 145.86
	\$ 387.73	N/A	7/1/2027	6/30/2028	5.00%	\$ 140.62	\$ 127.63 - \$ 153.15

Design Manager	\$ 318.99	N/A	2/16/2024	6/30/2024		\$ 115.69	\$ 101.00 - \$ 126.00
	\$ 334.94	N/A	7/1/2024	6/30/2025	5.00%	\$ 121.47	\$ 106.05 - \$ 132.30
	\$ 351.68	N/A	7/1/2025	6/30/2026	5.00%	\$ 127.55	\$ 111.35 - \$ 138.92
	\$ 369.27	N/A	7/1/2026	6/30/2027	5.00%	\$ 133.93	\$ 116.92 - \$ 145.86
	\$ 387.73	N/A	7/1/2027	6/30/2028	5.00%	\$ 140.62	\$ 122.77 - \$ 153.15
Sr. Project Manager	\$ 265.00	N/A	2/16/2024	6/30/2024		\$ 96.11	\$ 75.00 - \$ 107.00
	\$ 278.25	N/A	7/1/2024	6/30/2025	5.00%	\$ 100.92	\$ 78.75 - \$ 112.35
	\$ 292.16	N/A	7/1/2025	6/30/2026	5.00%	\$ 105.96	\$ 82.69 - \$ 117.97
	\$ 306.77	N/A	7/1/2026	6/30/2027	5.00%	\$ 111.26	\$ 86.82 - \$ 123.87
	\$ 322.11	N/A	7/1/2027	6/30/2028	5.00%	\$ 116.82	\$ 91.16 - \$ 130.06
Sr. Technical Lead	\$ 265.00	N/A	2/16/2024	6/30/2024		\$ 96.11	\$ 75.00 - \$ 107.00
	\$ 278.25	N/A	7/1/2024	6/30/2025	5.00%	\$ 100.92	\$ 78.75 - \$ 112.35
	\$ 292.16	N/A	7/1/2025	6/30/2026	5.00%	\$ 105.96	\$ 82.69 - \$ 117.97
	\$ 306.77	N/A	7/1/2026	6/30/2027	5.00%	\$ 111.26	\$ 86.82 - \$ 123.87
	\$ 322.11	N/A	7/1/2027	6/30/2028	5.00%	\$ 116.82	\$ 91.16 - \$ 130.06
Project Manager	\$ 213.99	N/A	2/16/2024	6/30/2024		\$ 77.61	\$ 62.00 - \$ 88.00
	\$ 224.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 81.49	\$ 65.10 - \$ 92.40
	\$ 235.93	N/A	7/1/2025	6/30/2026	5.00%	\$ 85.57	\$ 68.36 - \$ 97.02
	\$ 247.72	N/A	7/1/2026	6/30/2027	5.00%	\$ 89.84	\$ 71.77 - \$ 101.87
	\$ 260.11	N/A	7/1/2027	6/30/2028	5.00%	\$ 94.34	\$ 75.36 - \$ 106.96
Technical Lead	\$ 213.99	N/A	2/16/2024	6/30/2024		\$ 77.61	\$ 62.00 - \$ 88.00
	\$ 224.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 81.49	\$ 65.10 - \$ 92.40
	\$ 235.93	N/A	7/1/2025	6/30/2026	5.00%	\$ 85.57	\$ 68.36 - \$ 97.02
	\$ 247.72	N/A	7/1/2026	6/30/2027	5.00%	\$ 89.84	\$ 71.77 - \$ 101.87
	\$ 260.11	N/A	7/1/2027	6/30/2028	5.00%	\$ 94.34	\$ 75.36 - \$ 106.96
Sr. Project Engineer	\$ 186.00	N/A	2/16/2024	6/30/2024		\$ 67.46	\$ 56.00 - \$ 78.00
	\$ 195.30	N/A	7/1/2024	6/30/2025	5.00%	\$ 70.83	\$ 58.80 - \$ 81.90
	\$ 205.07	N/A	7/1/2025	6/30/2026	5.00%	\$ 74.37	\$ 61.74 - \$ 86.00
	\$ 215.32	N/A	7/1/2026	6/30/2027	5.00%	\$ 78.09	\$ 64.83 - \$ 90.29
	\$ 226.09	N/A	7/1/2027	6/30/2028	5.00%	\$ 82.00	\$ 68.07 - \$ 94.81
Sr. Technical Engineer	\$ 186.00	N/A	2/16/2024	6/30/2024		\$ 67.46	\$ 56.00 - \$ 78.00
	\$ 195.30	N/A	7/1/2024	6/30/2025	5.00%	\$ 70.83	\$ 58.80 - \$ 81.90
	\$ 205.07	N/A	7/1/2025	6/30/2026	5.00%	\$ 74.37	\$ 61.74 - \$ 86.00
	\$ 215.32	N/A	7/1/2026	6/30/2027	5.00%	\$ 78.09	\$ 64.83 - \$ 90.29
	\$ 226.09	N/A	7/1/2027	6/30/2028	5.00%	\$ 82.00	\$ 68.07 - \$ 94.81
Project Engineer	\$ 164.00	N/A	2/16/2024	6/30/2024		\$ 59.48	\$ 50.00 - \$ 70.00
	\$ 172.20	N/A	7/1/2024	6/30/2025	5.00%	\$ 62.45	\$ 52.50 - \$ 73.50
	\$ 180.81	N/A	7/1/2025	6/30/2026	5.00%	\$ 65.58	\$ 55.13 - \$ 77.18
	\$ 189.85	N/A	7/1/2026	6/30/2027	5.00%	\$ 68.86	\$ 57.88 - \$ 81.03
	\$ 199.35	N/A	7/1/2027	6/30/2028	5.00%	\$ 72.30	\$ 60.78 - \$ 85.09

Civil Engineering Designer	\$ 157.00	N/A	2/16/2024	6/30/2024		\$ 56.94	\$ 40.00 - \$ 67.00
	\$ 164.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 59.79	\$ 42.00 - \$ 70.35
	\$ 173.09	N/A	7/1/2025	6/30/2026	5.00%	\$ 62.78	\$ 44.10 - \$ 73.87
	\$ 181.75	N/A	7/1/2026	6/30/2027	5.00%	\$ 65.92	\$ 46.31 - \$ 77.56
	\$ 190.83	N/A	7/1/2027	6/30/2028	5.00%	\$ 69.21	\$ 48.62 - \$ 81.44
Design Engineer II	\$ 142.00	N/A	2/16/2024	6/30/2024		\$ 51.50	\$ 38.00 - \$ 62.00
	\$ 149.10	N/A	7/1/2024	6/30/2025	5.00%	\$ 54.08	\$ 39.90 - \$ 65.10
	\$ 156.55	N/A	7/1/2025	6/30/2026	5.00%	\$ 56.78	\$ 41.90 - \$ 68.36
	\$ 164.38	N/A	7/1/2026	6/30/2027	5.00%	\$ 59.62	\$ 43.99 - \$ 71.77
	\$ 172.60	N/A	7/1/2027	6/30/2028	5.00%	\$ 62.60	\$ 46.19 - \$ 75.36
Design Engineer I	\$ 115.01	N/A	2/16/2024	6/30/2024		\$ 41.71	\$ 30.00 - \$ 52.00
	\$ 120.76	N/A	7/1/2024	6/30/2025	5.00%	\$ 43.80	\$ 31.50 - \$ 54.60
	\$ 126.79	N/A	7/1/2025	6/30/2026	5.00%	\$ 45.99	\$ 33.08 - \$ 57.33
	\$ 133.13	N/A	7/1/2026	6/30/2027	5.00%	\$ 48.28	\$ 34.73 - \$ 60.20
	\$ 139.79	N/A	7/1/2027	6/30/2028	5.00%	\$ 50.70	\$ 36.47 - \$ 63.21
Sr. Planner	\$ 142.00	N/A	2/16/2024	6/30/2024		\$ 51.50	\$ 38.00 - \$ 62.00
	\$ 149.10	N/A	7/1/2024	6/30/2025	5.00%	\$ 54.08	\$ 39.90 - \$ 65.10
	\$ 156.55	N/A	7/1/2025	6/30/2026	5.00%	\$ 56.78	\$ 41.90 - \$ 68.36
	\$ 164.38	N/A	7/1/2026	6/30/2027	5.00%	\$ 59.62	\$ 43.99 - \$ 71.77
	\$ 172.60	N/A	7/1/2027	6/30/2028	5.00%	\$ 62.60	\$ 46.19 - \$ 75.36
Planner II	\$ 118.01	N/A	2/16/2024	6/30/2024		\$ 42.80	\$ 31.00 - \$ 53.00
	\$ 123.91	N/A	7/1/2024	6/30/2025	5.00%	\$ 44.94	\$ 32.55 - \$ 55.65
	\$ 130.11	N/A	7/1/2025	6/30/2026	5.00%	\$ 47.19	\$ 34.18 - \$ 58.43
	\$ 136.61	N/A	7/1/2026	6/30/2027	5.00%	\$ 49.55	\$ 35.89 - \$ 61.35
	\$ 143.44	N/A	7/1/2027	6/30/2028	5.00%	\$ 52.02	\$ 37.68 - \$ 64.42
Planner I	\$ 93.99	N/A	2/16/2024	6/30/2024		\$ 34.09	\$ 28.00 - \$ 45.00
	\$ 98.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 35.79	\$ 29.40 - \$ 47.25
	\$ 103.63	N/A	7/1/2025	6/30/2026	5.00%	\$ 37.58	\$ 30.87 - \$ 49.61
	\$ 108.81	N/A	7/1/2026	6/30/2027	5.00%	\$ 39.46	\$ 32.41 - \$ 52.09
	\$ 114.25	N/A	7/1/2027	6/30/2028	5.00%	\$ 41.44	\$ 34.03 - \$ 54.70
Sr. Technician	\$ 145.00	N/A	2/16/2024	6/30/2024		\$ 52.59	\$ 40.00 - \$ 63.00
	\$ 152.25	N/A	7/1/2024	6/30/2025	5.00%	\$ 55.22	\$ 42.00 - \$ 66.15
	\$ 159.87	N/A	7/1/2025	6/30/2026	5.00%	\$ 57.98	\$ 44.10 - \$ 69.46
	\$ 167.86	N/A	7/1/2026	6/30/2027	5.00%	\$ 60.88	\$ 46.31 - \$ 72.93
	\$ 176.25	N/A	7/1/2027	6/30/2028	5.00%	\$ 63.92	\$ 48.62 - \$ 76.58
Technician	\$ 97.00	N/A	2/16/2024	6/30/2024		\$ 35.18	\$ 23.00 - \$ 46.00
	\$ 101.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 36.94	\$ 24.15 - \$ 48.30
	\$ 106.94	N/A	7/1/2025	6/30/2026	5.00%	\$ 38.79	\$ 25.36 - \$ 50.72
	\$ 112.29	N/A	7/1/2026	6/30/2027	5.00%	\$ 40.73	\$ 26.63 - \$ 53.25
	\$ 117.90	N/A	7/1/2027	6/30/2028	5.00%	\$ 42.76	\$ 27.96 - \$ 55.91

Intern	\$ 66.01	N/A	2/16/2024	6/30/2024		\$ 23.94	\$ 17.00 - \$ 34.00
	\$ 69.31	N/A	7/1/2024	6/30/2025	5.00%	\$ 25.14	\$ 17.85 - \$ 35.70
	\$ 72.77	N/A	7/1/2025	6/30/2026	5.00%	\$ 26.39	\$ 18.74 - \$ 37.49
	\$ 76.41	N/A	7/1/2026	6/30/2027	5.00%	\$ 27.71	\$ 19.68 - \$ 39.36
	\$ 80.23	N/A	7/1/2027	6/30/2028	5.00%	\$ 29.10	\$ 20.66 - \$ 41.33
Survey Division Manager	\$ 317.99	N/A	2/16/2024	6/30/2024		\$ 115.33	\$ 85.00 - \$ 126.00
	\$ 333.89	N/A	7/1/2024	6/30/2025	5.00%	\$ 121.10	\$ 89.25 - \$ 132.30
	\$ 350.59	N/A	7/1/2025	6/30/2026	5.00%	\$ 127.15	\$ 93.71 - \$ 138.92
	\$ 368.12	N/A	7/1/2026	6/30/2027	5.00%	\$ 133.51	\$ 98.40 - \$ 145.86
	\$ 386.52	N/A	7/1/2027	6/30/2028	5.00%	\$ 140.18	\$ 103.32 - \$ 153.15
Survey Manager II	\$ 242.00	N/A	2/16/2024	6/30/2024		\$ 87.77	\$ 74.00 - \$ 96.00
	\$ 254.10	N/A	7/1/2024	6/30/2025	5.00%	\$ 92.16	\$ 77.70 - \$ 100.80
	\$ 266.81	N/A	7/1/2025	6/30/2026	5.00%	\$ 96.77	\$ 81.59 - \$ 105.84
	\$ 280.15	N/A	7/1/2026	6/30/2027	5.00%	\$ 101.60	\$ 85.66 - \$ 111.13
	\$ 294.16	N/A	7/1/2027	6/30/2028	5.00%	\$ 106.68	\$ 89.95 - \$ 116.69
Survey Manager I	\$ 217.00	N/A	2/16/2024	6/30/2024		\$ 78.70	\$ 69.00 - \$ 89.00
	\$ 227.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 82.64	\$ 72.45 - \$ 93.45
	\$ 239.24	N/A	7/1/2025	6/30/2026	5.00%	\$ 86.77	\$ 76.07 - \$ 98.12
	\$ 251.20	N/A	7/1/2026	6/30/2027	5.00%	\$ 91.11	\$ 79.88 - \$ 103.03
	\$ 263.76	N/A	7/1/2027	6/30/2028	5.00%	\$ 95.66	\$ 83.87 - \$ 108.18
Project Surveyor III	\$ 221.99	N/A	2/16/2024	6/30/2024		\$ 80.51	\$ 65.00 - \$ 91.00
	\$ 233.09	N/A	7/1/2024	6/30/2025	5.00%	\$ 84.54	\$ 68.25 - \$ 95.55
	\$ 244.74	N/A	7/1/2025	6/30/2026	5.00%	\$ 88.76	\$ 71.66 - \$ 100.33
	\$ 256.98	N/A	7/1/2026	6/30/2027	5.00%	\$ 93.20	\$ 75.25 - \$ 105.34
	\$ 269.83	N/A	7/1/2027	6/30/2028	5.00%	\$ 97.86	\$ 79.01 - \$ 110.61
Project Surveyor II	\$ 191.99	N/A	2/16/2024	6/30/2024		\$ 69.63	\$ 60.00 - \$ 80.00
	\$ 201.59	N/A	7/1/2024	6/30/2025	5.00%	\$ 73.11	\$ 63.00 - \$ 84.00
	\$ 211.67	N/A	7/1/2025	6/30/2026	5.00%	\$ 76.77	\$ 66.15 - \$ 88.20
	\$ 222.25	N/A	7/1/2026	6/30/2027	5.00%	\$ 80.61	\$ 69.46 - \$ 92.61
	\$ 233.36	N/A	7/1/2027	6/30/2028	5.00%	\$ 84.64	\$ 72.93 - \$ 97.24
Project Surveyor I	\$ 176.99	N/A	2/16/2024	6/30/2024		\$ 64.19	\$ 52.00 - \$ 75.00
	\$ 185.84	N/A	7/1/2024	6/30/2025	5.00%	\$ 67.40	\$ 54.60 - \$ 78.75
	\$ 195.13	N/A	7/1/2025	6/30/2026	5.00%	\$ 70.77	\$ 57.33 - \$ 82.69
	\$ 204.89	N/A	7/1/2026	6/30/2027	5.00%	\$ 74.31	\$ 60.20 - \$ 86.82
	\$ 215.13	N/A	7/1/2027	6/30/2028	5.00%	\$ 78.02	\$ 63.21 - \$ 91.16
Asst Surveyor III	\$ 150.99	N/A	2/16/2024	6/30/2024		\$ 54.76	\$ 45.00 - \$ 65.00
	\$ 158.54	N/A	7/1/2024	6/30/2025	5.00%	\$ 57.50	\$ 47.25 - \$ 68.25
	\$ 166.46	N/A	7/1/2025	6/30/2026	5.00%	\$ 60.37	\$ 49.61 - \$ 71.66
	\$ 174.79	N/A	7/1/2026	6/30/2027	5.00%	\$ 63.39	\$ 52.09 - \$ 75.25
	\$ 183.53	N/A	7/1/2027	6/30/2028	5.00%	\$ 66.56	\$ 54.70 - \$ 79.01

Asst Surveyor II	\$ 135.99	N/A	2/16/2024	6/30/2024		\$ 49.32	\$ 41.00 - \$ 60.00
	\$ 142.79	N/A	7/1/2024	6/30/2025	5.00%	\$ 51.79	\$ 43.05 - \$ 63.00
	\$ 149.93	N/A	7/1/2025	6/30/2026	5.00%	\$ 54.38	\$ 45.20 - \$ 66.15
	\$ 157.42	N/A	7/1/2026	6/30/2027	5.00%	\$ 57.09	\$ 47.46 - \$ 69.46
	\$ 165.29	N/A	7/1/2027	6/30/2028	5.00%	\$ 59.95	\$ 49.84 - \$ 72.93
Asst Surveyor I	\$ 120.99	N/A	2/16/2024	6/30/2024		\$ 43.88	\$ 35.00 - \$ 54.00
	\$ 127.04	N/A	7/1/2024	6/30/2025	5.00%	\$ 46.07	\$ 36.75 - \$ 56.70
	\$ 133.39	N/A	7/1/2025	6/30/2026	5.00%	\$ 48.38	\$ 38.59 - \$ 59.54
	\$ 140.06	N/A	7/1/2026	6/30/2027	5.00%	\$ 50.80	\$ 40.52 - \$ 62.51
	\$ 147.06	N/A	7/1/2027	6/30/2028	5.00%	\$ 53.34	\$ 42.54 - \$ 65.64
Survey Specialist III	\$ 211.01	N/A	2/16/2024	6/30/2024		\$ 76.53	\$ 58.00 - \$ 87.00
	\$ 221.56	N/A	7/1/2024	6/30/2025	5.00%	\$ 80.36	\$ 60.90 - \$ 91.35
	\$ 232.64	N/A	7/1/2025	6/30/2026	5.00%	\$ 84.37	\$ 63.95 - \$ 95.92
	\$ 244.27	N/A	7/1/2026	6/30/2027	5.00%	\$ 88.59	\$ 67.14 - \$ 100.71
	\$ 256.49	N/A	7/1/2027	6/30/2028	5.00%	\$ 93.02	\$ 70.50 - \$ 105.75
Survey Specialist II	\$ 161.99	N/A	2/16/2024	6/30/2024		\$ 58.75	\$ 45.00 - \$ 69.00
	\$ 170.09	N/A	7/1/2024	6/30/2025	5.00%	\$ 61.69	\$ 47.25 - \$ 72.45
	\$ 178.59	N/A	7/1/2025	6/30/2026	5.00%	\$ 64.77	\$ 49.61 - \$ 76.07
	\$ 187.52	N/A	7/1/2026	6/30/2027	5.00%	\$ 68.01	\$ 52.09 - \$ 79.88
	\$ 196.90	N/A	7/1/2027	6/30/2028	5.00%	\$ 71.41	\$ 54.70 - \$ 83.87
Survey Specialist I	\$ 126.01	N/A	2/16/2024	6/30/2024		\$ 45.70	\$ 35.00 - \$ 56.00
	\$ 132.31	N/A	7/1/2024	6/30/2025	5.00%	\$ 47.99	\$ 36.75 - \$ 58.80
	\$ 138.92	N/A	7/1/2025	6/30/2026	5.00%	\$ 50.38	\$ 38.59 - \$ 61.74
	\$ 145.87	N/A	7/1/2026	6/30/2027	5.00%	\$ 52.90	\$ 40.52 - \$ 64.83
	\$ 153.16	N/A	7/1/2027	6/30/2028	5.00%	\$ 55.55	\$ 42.54 - \$ 68.07
Lead Survey Technician	\$ 157.00	N/A	2/16/2024	6/30/2024		\$ 56.94	\$ 46.00 - \$ 67.00
	\$ 164.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 59.79	\$ 48.30 - \$ 70.35
	\$ 173.09	N/A	7/1/2025	6/30/2026	5.00%	\$ 62.78	\$ 50.72 - \$ 73.87
	\$ 181.75	N/A	7/1/2026	6/30/2027	5.00%	\$ 65.92	\$ 53.25 - \$ 77.56
	\$ 190.83	N/A	7/1/2027	6/30/2028	5.00%	\$ 69.21	\$ 55.91 - \$ 81.44
Survey Technician III	\$ 135.99	N/A	2/16/2024	6/30/2024		\$ 49.32	\$ 37.00 - \$ 60.00
	\$ 142.79	N/A	7/1/2024	6/30/2025	5.00%	\$ 51.79	\$ 38.85 - \$ 63.00
	\$ 149.93	N/A	7/1/2025	6/30/2026	5.00%	\$ 54.38	\$ 40.79 - \$ 66.15
	\$ 157.42	N/A	7/1/2026	6/30/2027	5.00%	\$ 57.09	\$ 42.83 - \$ 69.46
	\$ 165.29	N/A	7/1/2027	6/30/2028	5.00%	\$ 59.95	\$ 44.97 - \$ 72.93
Survey Technician II	\$ 126.01	N/A	2/16/2024	6/30/2024		\$ 45.70	\$ 34.00 - \$ 56.00
	\$ 132.31	N/A	7/1/2024	6/30/2025	5.00%	\$ 47.99	\$ 35.70 - \$ 58.80
	\$ 138.92	N/A	7/1/2025	6/30/2026	5.00%	\$ 50.38	\$ 37.49 - \$ 61.74
	\$ 145.87	N/A	7/1/2026	6/30/2027	5.00%	\$ 52.90	\$ 39.36 - \$ 64.83
	\$ 153.16	N/A	7/1/2027	6/30/2028	5.00%	\$ 55.55	\$ 41.33 - \$ 68.07

Survey Technician I	\$ 111.01	N/A	2/16/2024	6/30/2024		\$ 40.26	\$ 19.00 - \$ 51.00
	\$ 116.56	N/A	7/1/2024	6/30/2025	5.00%	\$ 42.27	\$ 19.95 - \$ 53.55
	\$ 122.39	N/A	7/1/2025	6/30/2026	5.00%	\$ 44.39	\$ 20.95 - \$ 56.23
	\$ 128.50	N/A	7/1/2026	6/30/2027	5.00%	\$ 46.61	\$ 21.99 - \$ 59.04
	\$ 134.93	N/A	7/1/2027	6/30/2028	5.00%	\$ 48.94	\$ 23.09 - \$ 61.99
Chief of Party (OE3)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 171.01	\$ 256.51	2/16/2024	6/30/2024		\$ 62.02	\$ 55.00 - \$ 73.00
	\$ 179.56	\$ 269.33	7/1/2024	6/30/2025	5.00%	\$ 65.12	\$ 57.75 - \$ 76.65
	\$ 188.53	\$ 282.80	7/1/2025	6/30/2026	5.00%	\$ 68.38	\$ 60.64 - \$ 80.48
	\$ 197.96	\$ 296.94	7/1/2026	6/30/2027	5.00%	\$ 71.80	\$ 63.67 - \$ 84.51
	\$ 207.86	\$ 311.79	7/1/2027	6/30/2028	5.00%	\$ 75.39	\$ 66.85 - \$ 88.73
Instrumentperson (OE3)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 156.01	\$ 234.01	2/16/2024	6/30/2024		\$ 56.58	\$ 51.00 - \$ 67.00
	\$ 163.81	\$ 245.71	7/1/2024	6/30/2025	5.00%	\$ 59.41	\$ 53.55 - \$ 70.35
	\$ 172.00	\$ 257.99	7/1/2025	6/30/2026	5.00%	\$ 62.38	\$ 56.23 - \$ 73.87
	\$ 180.60	\$ 270.89	7/1/2026	6/30/2027	5.00%	\$ 65.50	\$ 59.04 - \$ 77.56
	\$ 189.63	\$ 284.44	7/1/2027	6/30/2028	5.00%	\$ 68.77	\$ 61.99 - \$ 81.44
Chainperson (OE3)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 150.99	\$ 226.48	2/16/2024	6/30/2024		\$ 54.76	\$ 48.00 - \$ 65.00
	\$ 158.54	\$ 237.81	7/1/2024	6/30/2025	5.00%	\$ 57.50	\$ 50.40 - \$ 68.25
	\$ 166.46	\$ 249.70	7/1/2025	6/30/2026	5.00%	\$ 60.37	\$ 52.92 - \$ 71.66
	\$ 174.79	\$ 262.18	7/1/2026	6/30/2027	5.00%	\$ 63.39	\$ 55.57 - \$ 75.25
	\$ 183.53	\$ 275.29	7/1/2027	6/30/2028	5.00%	\$ 66.56	\$ 58.34 - \$ 79.01
Apprentice (OE3)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 108.99	\$ 163.49	2/16/2024	6/30/2024		\$ 39.53	\$ 28.00 - \$ 50.00
	\$ 114.44	\$ 171.67	7/1/2024	6/30/2025	5.00%	\$ 41.51	\$ 29.40 - \$ 52.50
	\$ 120.17	\$ 180.25	7/1/2025	6/30/2026	5.00%	\$ 43.58	\$ 30.87 - \$ 55.13
	\$ 126.17	\$ 189.26	7/1/2026	6/30/2027	5.00%	\$ 45.76	\$ 32.41 - \$ 57.88
	\$ 132.48	\$ 198.73	7/1/2027	6/30/2028	5.00%	\$ 48.05	\$ 34.03 - \$ 60.78
2-Person Crew (OE3)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 328.00	\$ 492.01	2/16/2024	6/30/2024		\$ 118.96	\$ 103.00 - \$ 129.00
	\$ 344.40	\$ 516.61	7/1/2024	6/30/2025	5.00%	\$ 124.91	\$ 108.15 - \$ 135.45
	\$ 361.62	\$ 542.44	7/1/2025	6/30/2026	5.00%	\$ 131.15	\$ 113.56 - \$ 142.22
	\$ 379.71	\$ 569.56	7/1/2026	6/30/2027	5.00%	\$ 137.71	\$ 119.24 - \$ 149.33
	\$ 398.69	\$ 598.04	7/1/2027	6/30/2028	5.00%	\$ 144.60	\$ 125.20 - \$ 156.80
3-Person Crew (OE3)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 437.99	\$ 656.99	2/16/2024	6/30/2024		\$ 158.85	\$ 133.00 - \$ 169.00
	\$ 459.89	\$ 689.84	7/1/2024	6/30/2025	5.00%	\$ 166.79	\$ 139.65 - \$ 177.45
	\$ 482.88	\$ 724.33	7/1/2025	6/30/2026	5.00%	\$ 175.13	\$ 146.63 - \$ 186.32
	\$ 507.03	\$ 760.54	7/1/2026	6/30/2027	5.00%	\$ 183.89	\$ 153.96 - \$ 195.64
	\$ 532.38	\$ 798.57	7/1/2027	6/30/2028	5.00%	\$ 193.08	\$ 161.66 - \$ 205.42
Utility Locator (PW North)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 135.99	\$ 203.98	2/16/2024	6/30/2024		\$ 49.32	\$ 44.00 - \$ 60.00
	\$ 142.79	\$ 214.18	7/1/2024	6/30/2025	5.00%	\$ 51.79	\$ 46.20 - \$ 63.00
	\$ 149.93	\$ 224.89	7/1/2025	6/30/2026	5.00%	\$ 54.38	\$ 48.51 - \$ 66.15
	\$ 157.42	\$ 236.13	7/1/2026	6/30/2027	5.00%	\$ 57.09	\$ 50.94 - \$ 69.46
	\$ 165.29	\$ 247.94	7/1/2027	6/30/2028	5.00%	\$ 59.95	\$ 53.48 - \$ 72.93

2-Person Utility Locate (PW North)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 268.01	\$ 402.01	2/16/2024	6/30/2024		\$ 97.20	\$ 90.00 - \$ 108.00
	\$ 281.41	\$ 422.11	7/1/2024	6/30/2025	5.00%	\$ 102.06	\$ 94.50 - \$ 113.40
	\$ 295.48	\$ 443.21	7/1/2025	6/30/2026	5.00%	\$ 107.16	\$ 99.23 - \$ 119.07
	\$ 310.25	\$ 465.38	7/1/2026	6/30/2027	5.00%	\$ 112.52	\$ 104.19 - \$ 125.02
	\$ 325.76	\$ 488.64	7/1/2027	6/30/2028	5.00%	\$ 118.15	\$ 109.40 - \$ 131.27
Chief of Party (OE12)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 202.00	\$ 303.00	2/16/2024	6/30/2024		\$ 73.26	\$ 64.00 - \$ 84.00
	\$ 212.10	\$ 318.15	7/1/2024	6/30/2025	5.00%	\$ 76.92	\$ 67.20 - \$ 88.20
	\$ 222.70	\$ 334.05	7/1/2025	6/30/2026	5.00%	\$ 80.77	\$ 70.56 - \$ 92.61
	\$ 233.84	\$ 350.75	7/1/2026	6/30/2027	5.00%	\$ 84.81	\$ 74.09 - \$ 97.24
	\$ 245.53	\$ 368.29	7/1/2027	6/30/2028	5.00%	\$ 89.05	\$ 77.79 - \$ 102.10
Instrumentperson (OE12)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 182.01	\$ 273.01	2/16/2024	6/30/2024		\$ 66.01	\$ 58.00 - \$ 77.00
	\$ 191.11	\$ 286.66	7/1/2024	6/30/2025	5.00%	\$ 69.31	\$ 60.90 - \$ 80.85
	\$ 200.66	\$ 300.99	7/1/2025	6/30/2026	5.00%	\$ 72.78	\$ 63.95 - \$ 84.89
	\$ 210.70	\$ 316.04	7/1/2026	6/30/2027	5.00%	\$ 76.41	\$ 67.14 - \$ 89.14
	\$ 221.23	\$ 331.85	7/1/2027	6/30/2028	5.00%	\$ 80.24	\$ 70.50 - \$ 93.59
Chainperson (OE12)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 176.99	\$ 265.48	2/16/2024	6/30/2024		\$ 64.19	\$ 58.00 - \$ 75.00
	\$ 185.84	\$ 278.76	7/1/2024	6/30/2025	5.00%	\$ 67.40	\$ 60.90 - \$ 78.75
	\$ 195.13	\$ 292.69	7/1/2025	6/30/2026	5.00%	\$ 70.77	\$ 63.95 - \$ 82.69
	\$ 204.89	\$ 307.33	7/1/2026	6/30/2027	5.00%	\$ 74.31	\$ 67.14 - \$ 86.82
	\$ 215.13	\$ 322.70	7/1/2027	6/30/2028	5.00%	\$ 78.02	\$ 70.50 - \$ 91.16
Apprentice (OE12)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 108.99	\$ 163.49	2/16/2024	6/30/2024		\$ 39.53	\$ 24.00 - \$ 50.00
	\$ 114.44	\$ 171.67	7/1/2024	6/30/2025	5.00%	\$ 41.51	\$ 25.20 - \$ 52.50
	\$ 120.17	\$ 180.25	7/1/2025	6/30/2026	5.00%	\$ 43.58	\$ 26.46 - \$ 55.13
	\$ 126.17	\$ 189.26	7/1/2026	6/30/2027	5.00%	\$ 45.76	\$ 27.78 - \$ 57.88
	\$ 132.48	\$ 198.73	7/1/2027	6/30/2028	5.00%	\$ 48.05	\$ 29.17 - \$ 60.78
2-Person Crew (OE12)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 379.01	\$ 568.52	2/16/2024	6/30/2024		\$ 137.46	\$ 122.00 - \$ 148.00
	\$ 397.96	\$ 596.95	7/1/2024	6/30/2025	5.00%	\$ 144.33	\$ 128.10 - \$ 155.40
	\$ 417.86	\$ 626.79	7/1/2025	6/30/2026	5.00%	\$ 151.55	\$ 134.51 - \$ 163.17
	\$ 438.75	\$ 658.13	7/1/2026	6/30/2027	5.00%	\$ 159.13	\$ 141.23 - \$ 171.33
	\$ 460.69	\$ 691.04	7/1/2027	6/30/2028	5.00%	\$ 167.08	\$ 148.29 - \$ 179.89
3-Person Crew (OE12)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 484.01	\$ 726.01	2/16/2024	6/30/2024		\$ 175.54	\$ 146.00 - \$ 186.00
	\$ 508.21	\$ 762.31	7/1/2024	6/30/2025	5.00%	\$ 184.32	\$ 153.30 - \$ 195.30
	\$ 533.62	\$ 800.43	7/1/2025	6/30/2026	5.00%	\$ 193.53	\$ 160.97 - \$ 205.07
	\$ 560.30	\$ 840.45	7/1/2026	6/30/2027	5.00%	\$ 203.21	\$ 169.01 - \$ 215.32
	\$ 588.32	\$ 882.47	7/1/2027	6/30/2028	5.00%	\$ 213.37	\$ 177.46 - \$ 226.08
Utility Locator (PW South)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 187.00	\$ 280.50	2/16/2024	6/30/2024		\$ 67.82	\$ 62.00 - \$ 78.00
	\$ 196.35	\$ 294.52	7/1/2024	6/30/2025	5.00%	\$ 71.21	\$ 65.10 - \$ 81.90
	\$ 206.16	\$ 309.25	7/1/2025	6/30/2026	5.00%	\$ 74.77	\$ 68.36 - \$ 86.00
	\$ 216.47	\$ 324.71	7/1/2026	6/30/2027	5.00%	\$ 78.51	\$ 71.77 - \$ 90.29
	\$ 227.30	\$ 340.94	7/1/2027	6/30/2028	5.00%	\$ 82.44	\$ 75.36 - \$ 94.81

2-Person Utility Locate (PW South)* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 379.01	\$ 568.52	2/16/2024	6/30/2024		\$ 137.46	\$ 125.00 - \$ 148.00
	\$ 397.96	\$ 596.95	7/1/2024	6/30/2025	5.00%	\$ 144.33	\$ 131.25 - \$ 155.40
	\$ 417.86	\$ 626.79	7/1/2025	6/30/2026	5.00%	\$ 151.55	\$ 137.81 - \$ 163.17
	\$ 438.75	\$ 658.13	7/1/2026	6/30/2027	5.00%	\$ 159.13	\$ 144.70 - \$ 171.33
	\$ 460.69	\$ 691.04	7/1/2027	6/30/2028	5.00%	\$ 167.08	\$ 151.94 - \$ 179.89
LAUD Division Manager	\$ 258.99	N/A	2/16/2024	6/30/2024		\$ 93.93	\$ 85.00 - \$ 104.00
	\$ 271.94	N/A	7/1/2024	6/30/2025	5.00%	\$ 98.63	\$ 89.25 - \$ 109.20
	\$ 285.54	N/A	7/1/2025	6/30/2026	5.00%	\$ 103.56	\$ 93.71 - \$ 114.66
	\$ 299.81	N/A	7/1/2026	6/30/2027	5.00%	\$ 108.74	\$ 98.40 - \$ 120.39
	\$ 314.80	N/A	7/1/2027	6/30/2028	5.00%	\$ 114.17	\$ 103.32 - \$ 126.41
Sr. LAUD Project Manager	\$ 243.00	N/A	2/16/2024	6/30/2024		\$ 88.13	\$ 77.00 - \$ 99.00
	\$ 255.15	N/A	7/1/2024	6/30/2025	5.00%	\$ 92.54	\$ 80.85 - \$ 103.95
	\$ 267.90	N/A	7/1/2025	6/30/2026	5.00%	\$ 97.16	\$ 84.89 - \$ 109.15
	\$ 281.30	N/A	7/1/2026	6/30/2027	5.00%	\$ 102.02	\$ 89.14 - \$ 114.60
	\$ 295.36	N/A	7/1/2027	6/30/2028	5.00%	\$ 107.12	\$ 93.59 - \$ 120.34
LAUD Project Manager	\$ 211.01	N/A	2/16/2024	6/30/2024		\$ 76.53	\$ 65.00 - \$ 87.00
	\$ 221.56	N/A	7/1/2024	6/30/2025	5.00%	\$ 80.36	\$ 68.25 - \$ 91.35
	\$ 232.64	N/A	7/1/2025	6/30/2026	5.00%	\$ 84.37	\$ 71.66 - \$ 95.92
	\$ 244.27	N/A	7/1/2026	6/30/2027	5.00%	\$ 88.59	\$ 75.25 - \$ 100.71
	\$ 256.49	N/A	7/1/2027	6/30/2028	5.00%	\$ 93.02	\$ 79.01 - \$ 105.75
Sr. Landscape Architect	\$ 163.01	N/A	2/16/2024	6/30/2024		\$ 59.12	\$ 41.00 - \$ 70.00
	\$ 171.16	N/A	7/1/2024	6/30/2025	5.00%	\$ 62.08	\$ 43.05 - \$ 73.50
	\$ 179.72	N/A	7/1/2025	6/30/2026	5.00%	\$ 65.18	\$ 45.20 - \$ 77.18
	\$ 188.70	N/A	7/1/2026	6/30/2027	5.00%	\$ 68.44	\$ 47.46 - \$ 81.03
	\$ 198.14	N/A	7/1/2027	6/30/2028	5.00%	\$ 71.86	\$ 49.84 - \$ 85.09
Landscape Architect	\$ 148.01	N/A	2/16/2024	6/30/2024		\$ 53.68	\$ 38.00 - \$ 64.00
	\$ 155.41	N/A	7/1/2024	6/30/2025	5.00%	\$ 56.36	\$ 39.90 - \$ 67.20
	\$ 163.18	N/A	7/1/2025	6/30/2026	5.00%	\$ 59.18	\$ 41.90 - \$ 70.56
	\$ 171.34	N/A	7/1/2026	6/30/2027	5.00%	\$ 62.14	\$ 43.99 - \$ 74.09
	\$ 179.91	N/A	7/1/2027	6/30/2028	5.00%	\$ 65.25	\$ 46.19 - \$ 77.79
Landscape Designer II	\$ 116.99	N/A	2/16/2024	6/30/2024		\$ 42.43	\$ 33.00 - \$ 53.00
	\$ 122.84	N/A	7/1/2024	6/30/2025	5.00%	\$ 44.55	\$ 34.65 - \$ 55.65
	\$ 128.98	N/A	7/1/2025	6/30/2026	5.00%	\$ 46.78	\$ 36.38 - \$ 58.43
	\$ 135.43	N/A	7/1/2026	6/30/2027	5.00%	\$ 49.12	\$ 38.20 - \$ 61.35
	\$ 142.20	N/A	7/1/2027	6/30/2028	5.00%	\$ 51.57	\$ 40.11 - \$ 64.42
Landscape Designer I	\$ 93.99	N/A	2/16/2024	6/30/2024		\$ 34.09	\$ 27.00 - \$ 45.00
	\$ 98.69	N/A	7/1/2024	6/30/2025	5.00%	\$ 35.79	\$ 28.35 - \$ 47.25
	\$ 103.63	N/A	7/1/2025	6/30/2026	5.00%	\$ 37.58	\$ 29.77 - \$ 49.61
	\$ 108.81	N/A	7/1/2026	6/30/2027	5.00%	\$ 39.46	\$ 31.26 - \$ 52.09
	\$ 114.25	N/A	7/1/2027	6/30/2028	5.00%	\$ 41.44	\$ 32.82 - \$ 54.70

Landscape Intern	\$ 66.01	N/A	2/16/2024	6/30/2024		\$ 23.94	\$ 17.00 - \$ 34.00
	\$ 69.31	N/A	7/1/2024	6/30/2025	5.00%	\$ 25.14	\$ 17.85 - \$ 35.70
	\$ 72.77	N/A	7/1/2025	6/30/2026	5.00%	\$ 26.39	\$ 18.74 - \$ 37.49
	\$ 76.41	N/A	7/1/2026	6/30/2027	5.00%	\$ 27.71	\$ 19.68 - \$ 39.36
	\$ 80.23	N/A	7/1/2027	6/30/2028	5.00%	\$ 29.10	\$ 20.66 - \$ 41.33
District Manager-Engineer	\$ 336.99	N/A	2/16/2024	6/30/2024		\$ 122.22	\$ 110.00 - \$ 133.00
	\$ 353.84	N/A	7/1/2024	6/30/2025	5.00%	\$ 128.33	\$ 115.50 - \$ 139.65
	\$ 371.53	N/A	7/1/2025	6/30/2026	5.00%	\$ 134.75	\$ 121.28 - \$ 146.63
	\$ 390.11	N/A	7/1/2026	6/30/2027	5.00%	\$ 141.48	\$ 127.34 - \$ 153.96
	\$ 409.62	N/A	7/1/2027	6/30/2028	5.00%	\$ 148.56	\$ 133.71 - \$ 161.66
Deputy District Manager	\$ 303.00	N/A	2/16/2024	6/30/2024		\$ 109.89	\$ 97.00 - \$ 120.00
	\$ 318.15	N/A	7/1/2024	6/30/2025	5.00%	\$ 115.38	\$ 101.85 - \$ 126.00
	\$ 334.05	N/A	7/1/2025	6/30/2026	5.00%	\$ 121.15	\$ 106.94 - \$ 132.30
	\$ 350.75	N/A	7/1/2026	6/30/2027	5.00%	\$ 127.21	\$ 112.29 - \$ 138.92
	\$ 368.29	N/A	7/1/2027	6/30/2028	5.00%	\$ 133.57	\$ 117.90 - \$ 145.86
Operations Manager	\$ 262.99	N/A	2/16/2024	6/30/2024		\$ 95.38	\$ 78.00 - \$ 106.00
	\$ 276.14	N/A	7/1/2024	6/30/2025	5.00%	\$ 100.15	\$ 81.90 - \$ 111.30
	\$ 289.94	N/A	7/1/2025	6/30/2026	5.00%	\$ 105.16	\$ 86.00 - \$ 116.87
	\$ 304.44	N/A	7/1/2026	6/30/2027	5.00%	\$ 110.41	\$ 90.29 - \$ 122.71
	\$ 319.66	N/A	7/1/2027	6/30/2028	5.00%	\$ 115.93	\$ 94.81 - \$ 128.84
Sr. Sanitary Project Engineer	\$ 234.01	N/A	2/16/2024	6/30/2024		\$ 84.87	\$ 68.00 - \$ 95.00
	\$ 245.71	N/A	7/1/2024	6/30/2025	5.00%	\$ 89.11	\$ 71.40 - \$ 99.75
	\$ 257.99	N/A	7/1/2025	6/30/2026	5.00%	\$ 93.57	\$ 74.97 - \$ 104.74
	\$ 270.89	N/A	7/1/2026	6/30/2027	5.00%	\$ 98.25	\$ 78.72 - \$ 109.97
	\$ 284.44	N/A	7/1/2027	6/30/2028	5.00%	\$ 103.16	\$ 82.65 - \$ 115.47
Sanitary Project Engineer	\$ 205.99	N/A	2/16/2024	6/30/2024		\$ 74.71	\$ 57.00 - \$ 85.00
	\$ 216.29	N/A	7/1/2024	6/30/2025	5.00%	\$ 78.45	\$ 59.85 - \$ 89.25
	\$ 227.11	N/A	7/1/2025	6/30/2026	5.00%	\$ 82.37	\$ 62.84 - \$ 93.71
	\$ 238.46	N/A	7/1/2026	6/30/2027	5.00%	\$ 86.49	\$ 65.98 - \$ 98.40
	\$ 250.39	N/A	7/1/2027	6/30/2028	5.00%	\$ 90.81	\$ 69.28 - \$ 103.32
Associate Sanitary Engineer	\$ 176.99	N/A	2/16/2024	6/30/2024		\$ 64.19	\$ 54.00 - \$ 75.00
	\$ 185.84	N/A	7/1/2024	6/30/2025	5.00%	\$ 67.40	\$ 56.70 - \$ 78.75
	\$ 195.13	N/A	7/1/2025	6/30/2026	5.00%	\$ 70.77	\$ 59.54 - \$ 82.69
	\$ 204.89	N/A	7/1/2026	6/30/2027	5.00%	\$ 74.31	\$ 62.51 - \$ 86.82
	\$ 215.13	N/A	7/1/2027	6/30/2028	5.00%	\$ 78.02	\$ 65.64 - \$ 91.16
Assistant Sanitary Engineer	\$ 155.01	N/A	2/16/2024	6/30/2024		\$ 56.22	\$ 48.00 - \$ 67.00
	\$ 162.76	N/A	7/1/2024	6/30/2025	5.00%	\$ 59.03	\$ 50.40 - \$ 70.35
	\$ 170.90	N/A	7/1/2025	6/30/2026	5.00%	\$ 61.98	\$ 52.92 - \$ 73.87
	\$ 179.45	N/A	7/1/2026	6/30/2027	5.00%	\$ 65.08	\$ 55.57 - \$ 77.56
	\$ 188.42	N/A	7/1/2027	6/30/2028	5.00%	\$ 68.34	\$ 58.34 - \$ 81.44

Sr. Inspector* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 135.99	N/A	2/16/2024	6/30/2024		\$ 49.32	\$ 42.00 - \$ 60.00
	\$ 142.79	N/A	7/1/2024	6/30/2025	5.00%	\$ 51.79	\$ 44.10 - \$ 63.00
	\$ 149.93	N/A	7/1/2025	6/30/2026	5.00%	\$ 54.38	\$ 46.31 - \$ 66.15
	\$ 157.42	N/A	7/1/2026	6/30/2027	5.00%	\$ 57.09	\$ 48.62 - \$ 69.46
	\$ 165.29	N/A	7/1/2027	6/30/2028	5.00%	\$ 59.95	\$ 51.05 - \$ 72.93
Inspector* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 114.01	N/A	2/16/2024	6/30/2024		\$ 41.35	\$ 34.00 - \$ 52.00
	\$ 119.71	N/A	7/1/2024	6/30/2025	5.00%	\$ 43.42	\$ 35.70 - \$ 54.60
	\$ 125.70	N/A	7/1/2025	6/30/2026	5.00%	\$ 45.59	\$ 37.49 - \$ 57.33
	\$ 131.98	N/A	7/1/2026	6/30/2027	5.00%	\$ 47.87	\$ 39.36 - \$ 60.20
	\$ 138.58	N/A	7/1/2027	6/30/2028	5.00%	\$ 50.26	\$ 41.33 - \$ 63.21
Inspector - Apprentice* <i>(Prevailing wage is based on our union contract which sets the wage. For proposal purposes, we have estimated escalation date and rate)</i>	\$ 81.01	N/A	2/16/2024	6/30/2024		\$ 28.28	\$ 21.00 - \$ 40.00
	\$ 85.06	N/A	7/1/2024	6/30/2025	5.00%	\$ 29.69	\$ 22.05 - \$ 42.00
	\$ 89.31	N/A	7/1/2025	6/30/2026	5.00%	\$ 31.18	\$ 23.15 - \$ 44.10
	\$ 93.78	N/A	7/1/2026	6/30/2027	5.00%	\$ 32.74	\$ 24.31 - \$ 46.31
	\$ 98.47	N/A	7/1/2027	6/30/2028	5.00%	\$ 34.37	\$ 25.53 - \$ 48.62
Sr. Project Assistant	\$ 114.01	N/A	2/16/2024	6/30/2024		\$ 41.35	\$ 34.00 - \$ 52.00
	\$ 119.71	N/A	7/1/2024	6/30/2025	5.00%	\$ 43.42	\$ 35.70 - \$ 54.60
	\$ 125.70	N/A	7/1/2025	6/30/2026	5.00%	\$ 45.59	\$ 37.49 - \$ 57.33
	\$ 131.98	N/A	7/1/2026	6/30/2027	5.00%	\$ 47.87	\$ 39.36 - \$ 60.20
	\$ 138.58	N/A	7/1/2027	6/30/2028	5.00%	\$ 50.26	\$ 41.33 - \$ 63.21
Project Assistant	\$ 88.01	N/A	2/16/2024	6/30/2024		\$ 31.92	\$ 24.00 - \$ 42.00
	\$ 92.41	N/A	7/1/2024	6/30/2025	5.00%	\$ 33.52	\$ 25.20 - \$ 44.10
	\$ 97.03	N/A	7/1/2025	6/30/2026	5.00%	\$ 35.19	\$ 26.46 - \$ 46.31
	\$ 101.88	N/A	7/1/2026	6/30/2027	5.00%	\$ 36.95	\$ 27.78 - \$ 48.62
	\$ 106.98	N/A	7/1/2027	6/30/2028	5.00%	\$ 38.80	\$ 29.17 - \$ 51.05
Sr. Technical Writer	\$ 135.00	N/A	2/16/2024	6/30/2024		\$ 48.96	\$ 35.00 - \$ 59.00
	\$ 141.75	N/A	7/1/2024	6/30/2025	5.00%	\$ 51.41	\$ 36.75 - \$ 61.95
	\$ 148.83	N/A	7/1/2025	6/30/2026	5.00%	\$ 53.98	\$ 38.59 - \$ 65.05
	\$ 156.27	N/A	7/1/2026	6/30/2027	5.00%	\$ 56.68	\$ 40.52 - \$ 68.30
	\$ 164.09	N/A	7/1/2027	6/30/2028	5.00%	\$ 59.51	\$ 42.54 - \$ 71.71
Technical Writer	\$ 88.01	N/A	2/16/2024	6/30/2024		\$ 31.92	\$ 21.00 - \$ 42.00
	\$ 92.41	N/A	7/1/2024	6/30/2025	5.00%	\$ 33.52	\$ 22.05 - \$ 44.10
	\$ 97.03	N/A	7/1/2025	6/30/2026	5.00%	\$ 35.19	\$ 23.15 - \$ 46.31
	\$ 101.88	N/A	7/1/2026	6/30/2027	5.00%	\$ 36.95	\$ 24.31 - \$ 48.62
	\$ 106.98	N/A	7/1/2027	6/30/2028	5.00%	\$ 38.80	\$ 25.53 - \$ 51.05
Sr. Graphic Manager	\$ 172.99	N/A	2/16/2024	6/30/2024		\$ 62.74	\$ 50.00 - \$ 73.00
	\$ 181.64	N/A	7/1/2024	6/30/2025	5.00%	\$ 65.88	\$ 52.50 - \$ 76.65
	\$ 190.72	N/A	7/1/2025	6/30/2026	5.00%	\$ 69.17	\$ 55.13 - \$ 80.48
	\$ 200.26	N/A	7/1/2026	6/30/2027	5.00%	\$ 72.63	\$ 57.88 - \$ 84.51
	\$ 210.27	N/A	7/1/2027	6/30/2028	5.00%	\$ 76.26	\$ 60.78 - \$ 88.73

Sr. Graphic Designer	\$ 148.01	N/A	2/16/2024	6/30/2024		\$ 53.68	\$ 40.00 - \$ 64.00
	\$ 155.41	N/A	7/1/2024	6/30/2025	5.00%	\$ 56.36	\$ 42.00 - \$ 67.20
	\$ 163.18	N/A	7/1/2025	6/30/2026	5.00%	\$ 59.18	\$ 44.10 - \$ 70.56
	\$ 171.34	N/A	7/1/2026	6/30/2027	5.00%	\$ 62.14	\$ 46.31 - \$ 74.09
	\$ 179.91	N/A	7/1/2027	6/30/2028	5.00%	\$ 65.25	\$ 48.62 - \$ 77.79
Graphic Designer	\$ 126.01	N/A	2/16/2024	6/30/2024		\$ 45.70	\$ 35.00 - \$ 56.00
	\$ 132.31	N/A	7/1/2024	6/30/2025	5.00%	\$ 47.99	\$ 36.75 - \$ 58.80
	\$ 138.92	N/A	7/1/2025	6/30/2026	5.00%	\$ 50.38	\$ 38.59 - \$ 61.74
	\$ 145.87	N/A	7/1/2026	6/30/2027	5.00%	\$ 52.90	\$ 40.52 - \$ 64.83
	\$ 153.16	N/A	7/1/2027	6/30/2028	5.00%	\$ 55.55	\$ 42.54 - \$ 68.07

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Consultant: Mark Thomas & Company, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: 2/16/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Vehicles & Equipment		Mile	IRS Rate	\$ -
Reproductions			At Cost	\$ -
Tribal Coordination			At Cost	\$ -
Postage/Delivery/Overnight			At Cost	\$ -
Per Diem			State Rate	\$ -
Lodging			State Rate	\$ -
Subconsultant 1: Albat				\$ -
Subconsultant 2: Contract Administrative Services Inc, (CASI)				\$ -
Subconsultant 3: Crawford				\$ -
Subconsultant 4: Gallaway				\$ -
Subconsultant 5: Ghirardelli				\$ -
Subconsultant 6: PACE Engineering				\$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Shawn O'Keefe</u>	Title *:	<u>Principal/Division Manager</u>
Signature:		Date of Certification:	<u>2/16/2024</u>
Email:	<u>sokeefe@markthomas.com</u>	Phone number:	<u>(916) 381-9100</u>
Address:	<u>701 University Avenue, Suite 200, Sacramento, CA 95825</u>		

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

List services the consultant is providing under the proposed contract:

Construction Management & Inspection

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Albat

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. CM On-Call, Tehama County

Participation Amount \$ \$450,000

Date: 4/30/2024

For Combined Rate	Fringe Benefit ___% + General & Administrative ___%	=	Combined	117.14%
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For Home Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Home Office	
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office	

	Fee	=	10%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Tatevik Janvelyan, PE Resident Engineer, NPW	\$ 203.03	N/A	3/1/2023	2/29/2024		\$ 85.00	\$ 75.00 - \$ 120.00
	\$ 213.18	N/A	3/1/2024	2/28/2025	5.00%	\$ 89.25	\$ 78.75 - \$ 126.00
	\$ 223.84	N/A	3/1/2025	2/28/2026	5.00%	\$ 93.71	\$ 82.69 - \$ 132.30
	\$ 235.03	N/A	3/1/2026	2/28/2027	5.00%	\$ 98.40	\$ 86.82 - \$ 138.92
	\$ 246.78	N/A	3/1/2027	2/29/2028	5.00%	\$ 103.32	\$ 91.16 - \$ 145.86
Mahek Iqbal, EIT Office Engineer, NPW	\$ 155.26	N/A	3/1/2023	2/29/2024		\$ 65.00	\$ 60.00 - \$ 90.00
	\$ 163.02	N/A	3/1/2024	2/28/2025	5.00%	\$ 68.25	\$ 63.00 - \$ 94.50
	\$ 171.17	N/A	3/1/2025	2/28/2026	5.00%	\$ 71.66	\$ 66.15 - \$ 99.23
	\$ 179.73	N/A	3/1/2026	2/28/2027	5.00%	\$ 75.25	\$ 69.46 - \$ 104.19
	\$ 188.71	N/A	3/1/2027	2/29/2028	5.00%	\$ 79.01	\$ 72.93 - \$ 109.40
Eric Sisneros Construction Inspector (Subject to Prevailing Wage)	\$ 179.14	N/A	3/1/2023	2/29/2024		\$ 75.00	\$ 60.00 - \$ 160.00
	\$ 188.10	N/A	3/1/2024	2/28/2025	5.00%	\$ 78.75	\$ 63.00 - \$ 168.00
	\$ 197.50	N/A	3/1/2025	2/28/2026	5.00%	\$ 82.69	\$ 66.15 - \$ 176.40
	\$ 207.38	N/A	3/1/2026	2/28/2027	5.00%	\$ 86.82	\$ 69.46 - \$ 185.22
	\$ 217.75	N/A	3/1/2027	2/29/2028	5.00%	\$ 91.16	\$ 72.93 - \$ 194.48

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

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Consultant: Albat

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. CM On-Call, Tehama County

Date: 4/30/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			IRS Rate	\$ -
Reproductions (half sheet)			At Cost	\$ -
Reproductions (whole sheet)			At Cost	\$ -
Postage/Delivery/Overnight			At Cost	\$ -
Per Diem			Note 6	\$ -
Lodging			Note 6	\$ -
Traffic Control			At Cost	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

- NOTES:**
- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
 - Proposed ODC items should be consistently billed regardless of client and contract type.
 - Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 - Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
 - Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
 - Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Tatevik Janvelyan</u>	Title *:	<u>President</u>
Signature:		Date of Certification:	<u>4/30/2024</u>
Email:	<u>tatevik@albat.co</u>	Phone number:	<u>323-459-7510</u>
Address:	<u>7317 Flowerwood Way; Sacramento, CA 95831</u>		

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

List services the consultant is providing under the proposed contract:

Construction Management and Inspection Services

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Contract Administrative Services, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Various (On-Call)

Contract No. _____

Participation Amount \$ \$150,000.00

Date: 2/9/2024

For Combined Rate	Fringe Benefit <u>0</u> % + General & Administrative <u>128.47</u> %	=	Combined	128.47%
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For Home Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Home Office	
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office	

	Fee	=	10%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Madeleine Crowley Principal / Labor Compliance Manager (exempt) (non-prevailing wage)	\$ 148.28	N/A	4/1/2023	3/31/2024		\$ 59.00	-
	\$ 155.69	N/A	4/1/2024	3/31/2025	5.00%	\$ 61.95	\$ - - \$ -
	\$ 163.48	N/A	4/1/2025	3/31/2026	5.00%	\$ 65.05	\$ - - \$ -
	\$ 171.65	N/A	4/1/2026	3/31/2027	5.00%	\$ 68.30	\$ - - \$ -
	\$ 180.23	N/A	4/1/2027	3/31/2028	5.00%	\$ 71.71	\$ - - \$ -
Theresa Salaber Labor Compliance Specialist (non-exempt) (non-prevailing wage)	\$ 115.61	N/A	4/1/2023	3/31/2024		\$ 46.00	-
	\$ 121.39	N/A	4/1/2024	3/31/2025	5.00%	\$ 48.30	\$ - - \$ -
	\$ 127.46	N/A	4/1/2025	3/31/2026	5.00%	\$ 50.72	\$ - - \$ -
	\$ 133.83	N/A	4/1/2026	3/31/2027	5.00%	\$ 53.25	\$ - - \$ -
	\$ 140.52	N/A	4/1/2027	3/31/2028	5.00%	\$ 55.91	\$ - - \$ -
Labor Compliance Specialist (non-exempt) (non-prevailing wage)	\$ 113.09	N/A	4/1/2023	3/31/2024		\$ 45.00	\$ 44.00 - \$ 58.00
	\$ 118.75	N/A	4/1/2024	3/31/2025	5.00%	\$ 47.25	\$ 46.20 - \$ 60.90
	\$ 124.68	N/A	4/1/2025	3/31/2026	5.00%	\$ 49.61	\$ 48.51 - \$ 63.95
	\$ 130.92	N/A	4/1/2026	3/31/2027	5.00%	\$ 52.09	\$ 50.94 - \$ 67.14
	\$ 137.46	N/A	4/1/2027	3/31/2028	5.00%	\$ 54.70	\$ 53.48 - \$ 70.50
Labor Compliance Assistant (non-exempt) (non-prevailing wage)	\$ 75.40	N/A	4/1/2023	3/31/2024		\$ 30.00	\$ 28.00 - \$ 42.00
	\$ 79.16	N/A	4/1/2024	3/31/2025	5.00%	\$ 31.50	\$ 29.40 - \$ 44.10
	\$ 83.12	N/A	4/1/2025	3/31/2026	5.00%	\$ 33.08	\$ 30.87 - \$ 46.31
	\$ 87.28	N/A	4/1/2026	3/31/2027	5.00%	\$ 34.73	\$ 32.41 - \$ 48.62
	\$ 91.64	N/A	4/1/2027	3/31/2028	5.00%	\$ 36.47	\$ 34.03 - \$ 51.05

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Consultant: Contract Administrative Services, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. Various (On-Call)

Contract No. _____

Date: 2/9/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			IRS Rate	N/A
Reproductions (half sheet)			At Cost	N/A
Reproductions (whole sheet)			At Cost	N/A
Postage/Delivery/Overnight			At Cost	N/A
Per Diem			At Cost	N/A
Lodging			At Cost	N/A
Traffic Control			At Cost	N/A
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Tess Salaber Title *: Vice President
Signature:  Date of Certification: 2/9/2024
Email: tess@conadservices.com Phone number: (916) 822-2888
Address: 10969 Trade Center Dr. Ste. 108 Rancho Cordova, CA 95670

* 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 including the review of certified payroll to ensure required prevailing wage rates are met, labor compliance document control and regular on-site EEO interviews. CASI also provides construction administration support.

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: **Crawford & Associates, Inc.**

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project: Tehama County On-Call CM

Participation Amount \$ \$ 450,000.00

Date: 3/27/24

For Combined Rate	Fringe Benefit 93.29% + General & Administrative 116.79%	=	Combined	230.08%
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	Fee	=	10%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Benjamin Crawford Principal	\$ 286.84	N/A	2/1/24	1/31/25		\$ 79.00	Not Applicable
	\$ 301.18	N/A	2/1/25	1/31/26	5.0%	\$ 82.95	
	\$ 316.24	N/A	2/1/26	1/31/27	5.0%	\$ 87.10	
	\$ 332.05	N/A	2/1/27	1/31/28	5.0%	\$ 91.45	
	\$ 348.66	N/A	2/1/28	1/31/29	5.0%	\$ 96.02	
<i>Exempt, Non-Prevailing Wage</i>							
Eric Nichols Principal	\$ 245.41	N/A	2/1/24	1/31/25		\$ 67.59	Not Applicable
	\$ 257.68	N/A	2/1/25	1/31/26	5.0%	\$ 70.97	
	\$ 270.57	N/A	2/1/26	1/31/27	5.0%	\$ 74.52	
	\$ 284.09	N/A	2/1/27	1/31/28	5.0%	\$ 78.24	
	\$ 298.30	N/A	2/1/28	1/31/29	5.0%	\$ 82.16	
<i>Exempt, Non-Prevailing Wage</i>							
Shawn Leyva Principal	\$ 225.11	N/A	2/1/24	1/31/25		\$ 62.00	Not Applicable
	\$ 236.37	N/A	2/1/25	1/31/26	5.0%	\$ 65.10	
	\$ 248.19	N/A	2/1/26	1/31/27	5.0%	\$ 68.36	
	\$ 260.60	N/A	2/1/27	1/31/28	5.0%	\$ 71.77	
	\$ 273.63	N/A	2/1/28	1/31/29	5.0%	\$ 75.36	
<i>Exempt, Non-Prevailing Wage</i>							
Chris Trumbull Senior Project Manager	\$ 271.12	N/A	2/1/24	1/31/25		\$ 74.67	Not Applicable
	\$ 284.67	N/A	2/1/25	1/31/26	5.0%	\$ 78.40	
	\$ 298.91	N/A	2/1/26	1/31/27	5.0%	\$ 82.32	
	\$ 313.85	N/A	2/1/27	1/31/28	5.0%	\$ 86.44	
	\$ 329.55	N/A	2/1/28	1/31/29	5.0%	\$ 90.76	
<i>Exempt, Non-Prevailing Wage</i>							
Project Manager II TBD	\$ 204.93	N/A	2/1/24	1/31/25		\$ 56.44	\$ 52.88 - \$ 60.00
	\$ 215.17	N/A	2/1/25	1/31/26	5.0%	\$ 59.26	\$ 55.52 - \$ 63.00
	\$ 225.93	N/A	2/1/26	1/31/27	5.0%	\$ 62.23	\$ 58.30 - \$ 66.15
	\$ 237.23	N/A	2/1/27	1/31/28	5.0%	\$ 65.34	\$ 61.22 - \$ 69.46
	\$ 249.09	N/A	2/1/28	1/31/29	5.0%	\$ 68.60	\$ 64.28 - \$ 72.93
<i>Exempt, Non-Prevailing Wage</i>							

Project Manager I	\$ 181.54	N/A	2/1/24	1/31/25		\$ 50.00	\$ 46.00 - \$ 54.00
TBD	\$ 190.62	N/A	2/1/25	1/31/26	5.0%	\$ 52.50	\$ 48.30 - \$ 56.70
	\$ 200.15	N/A	2/1/26	1/31/27	5.0%	\$ 55.13	\$ 50.72 - \$ 59.54
	\$ 210.16	N/A	2/1/27	1/31/28	5.0%	\$ 57.88	\$ 53.25 - \$ 62.51
<i>Exempt, Non-Prevailing Wage</i>	\$ 220.67	N/A	2/1/28	1/31/29	5.0%	\$ 60.78	\$ 55.91 - \$ 65.64
Senior Engineer / Geologist	\$ 164.77	N/A	2/1/24	1/31/25		\$ 45.38	\$ 42.51 - \$ 48.25
TBD	\$ 173.01	N/A	2/1/25	1/31/26	5.0%	\$ 47.65	\$ 44.64 - \$ 50.66
	\$ 181.66	N/A	2/1/26	1/31/27	5.0%	\$ 50.03	\$ 46.87 - \$ 53.20
	\$ 190.74	N/A	2/1/27	1/31/28	5.0%	\$ 52.53	\$ 49.21 - \$ 55.86
<i>Non-Exempt, Non-Prevailing Wage</i>	\$ 200.28	N/A	2/1/28	1/31/29	5.0%	\$ 55.16	\$ 51.67 - \$ 58.65
Project Engineer II / Geologist	\$ 150.65	N/A	2/1/24	1/31/25		\$ 41.49	\$ 39.38 - \$ 43.60
TBD	\$ 158.18	N/A	2/1/25	1/31/26	5.0%	\$ 43.56	\$ 41.35 - \$ 45.78
	\$ 166.09	N/A	2/1/26	1/31/27	5.0%	\$ 45.74	\$ 43.42 - \$ 48.07
	\$ 174.39	N/A	2/1/27	1/31/28	5.0%	\$ 48.03	\$ 45.59 - \$ 50.47
<i>Non-Exempt, Non-Prevailing Wage</i>	\$ 183.11	N/A	2/1/28	1/31/29	5.0%	\$ 50.43	\$ 47.87 - \$ 53.00
Project Engineer I / Geologist	\$ 136.63	N/A	2/1/24	1/31/25		\$ 37.63	\$ 34.00 - \$ 41.25
TBD	\$ 143.46	N/A	2/1/25	1/31/26	5.0%	\$ 39.51	\$ 35.70 - \$ 43.31
	\$ 150.63	N/A	2/1/26	1/31/27	5.0%	\$ 41.49	\$ 37.49 - \$ 45.48
	\$ 158.17	N/A	2/1/27	1/31/28	5.0%	\$ 43.56	\$ 39.36 - \$ 47.75
<i>Non-Exempt, Non-Prevailing Wage</i>	\$ 166.07	N/A	2/1/28	1/31/29	5.0%	\$ 45.74	\$ 41.33 - \$ 50.14
Staff Engineer / Geologist	\$ 124.36	N/A	2/1/24	1/31/25		\$ 34.25	\$ 29.00 - \$ 39.50
TBD	\$ 130.58	N/A	2/1/25	1/31/26	5.0%	\$ 35.96	\$ 30.45 - \$ 41.48
	\$ 137.10	N/A	2/1/26	1/31/27	5.0%	\$ 37.76	\$ 31.97 - \$ 43.55
	\$ 143.96	N/A	2/1/27	1/31/28	5.0%	\$ 39.65	\$ 33.57 - \$ 45.73
<i>Non-Exempt, Non-Prevailing Wage</i>	\$ 151.16	N/A	2/1/28	1/31/29	5.0%	\$ 41.63	\$ 35.25 - \$ 48.01
Project Coordinator	\$ 127.08	N/A	2/1/24	1/31/25		\$ 35.00	\$ 30.50 - \$ 39.50
TBD	\$ 133.43	N/A	2/1/25	1/31/26	5.0%	\$ 36.75	\$ 32.03 - \$ 41.48
	\$ 140.11	N/A	2/1/26	1/31/27	5.0%	\$ 38.59	\$ 33.63 - \$ 43.55
	\$ 147.11	N/A	2/1/27	1/31/28	5.0%	\$ 40.52	\$ 35.31 - \$ 45.73
<i>Exempt, Non-Prevailing Wage</i>	\$ 154.47	N/A	2/1/28	1/31/29	5.0%	\$ 42.54	\$ 37.07 - \$ 48.01
Administrative Assistant	\$ 108.02	N/A	2/1/24	1/31/25		\$ 29.75	\$ 29.00 - \$ 30.50
TBD	\$ 113.42	N/A	2/1/25	1/31/26	5.0%	\$ 31.24	\$ 30.45 - \$ 32.03
	\$ 119.09	N/A	2/1/26	1/31/27	5.0%	\$ 32.80	\$ 31.97 - \$ 33.63
	\$ 125.05	N/A	2/1/27	1/31/28	5.0%	\$ 34.44	\$ 33.57 - \$ 35.31
<i>Exempt, Non-Prevailing Wage</i>	\$ 131.30	N/A	2/1/28	1/31/29	5.0%	\$ 36.16	\$ 35.25 - \$ 37.07
Senior Technician	\$ 139.79	N/A	2/1/24	1/31/25		\$ 38.50	\$ 35.00 - \$ 42.00
TBD	\$ 146.78	N/A	2/1/25	1/31/26	5.0%	\$ 40.43	\$ 36.75 - \$ 44.10
	\$ 154.12	N/A	2/1/26	1/31/27	5.0%	\$ 42.45	\$ 38.59 - \$ 46.31
	\$ 161.82	N/A	2/1/27	1/31/28	5.0%	\$ 44.57	\$ 40.52 - \$ 48.62
<i>Non-Exempt, Non-Prevailing Wage</i>	\$ 169.91	N/A	2/1/28	1/31/29	5.0%	\$ 46.80	\$ 42.54 - \$ 51.05
Staff Technician	\$ 121.56	N/A	2/1/24	1/31/25		\$ 33.48	\$ 31.95 - \$ 35.00
TBD	\$ 127.64	N/A	2/1/25	1/31/26	5.0%	\$ 35.15	\$ 33.55 - \$ 36.75
	\$ 134.02	N/A	2/1/26	1/31/27	5.0%	\$ 36.91	\$ 35.22 - \$ 38.59
	\$ 140.72	N/A	2/1/27	1/31/28	5.0%	\$ 38.76	\$ 36.99 - \$ 40.52
<i>Non-Exempt, Non-Prevailing Wage</i>	\$ 147.76	N/A	2/1/28	1/31/29	5.0%	\$ 40.70	\$ 38.84 - \$ 42.54

Laborer Technician *	\$ 136.63	N/A	2/1/24	1/31/25		\$ 37.63	\$ 35.50 - \$ 39.75
TBD	\$ 143.46	N/A	2/1/25	1/31/26	5.0%	\$ 39.51	\$ 37.28 - \$ 41.74
Group 2	\$ 150.63	N/A	2/1/26	1/31/27	5.0%	\$ 41.49	\$ 39.14 - \$ 43.82
	\$ 158.17	N/A	2/1/27	1/31/28	5.0%	\$ 43.56	\$ 41.10 - \$ 46.02
<i>Non-Exempt, Prevailing Wage</i>	\$ 166.07	N/A	2/1/28	1/31/29	5.0%	\$ 45.74	\$ 43.15 - \$ 48.32
Soils/Asphalt Technician *	\$ 175.19	N/A	2/1/24	1/31/25		\$ 48.25	\$ 43.25 - \$ 53.25
TBD	\$ 183.95	N/A	2/1/25	1/31/26	5.0%	\$ 50.66	\$ 45.41 - \$ 55.91
Group 3	\$ 193.15	N/A	2/1/26	1/31/27	5.0%	\$ 53.20	\$ 47.68 - \$ 58.71
	\$ 202.80	N/A	2/1/27	1/31/28	5.0%	\$ 55.86	\$ 50.07 - \$ 61.64
<i>Non-Exempt, Prevailing Wage</i>	\$ 212.94	N/A	2/1/28	1/31/29	5.0%	\$ 58.65	\$ 52.57 - \$ 64.73
Concrete Technician *	\$ 165.50	N/A	2/1/24	1/31/25		\$ 45.58	\$ 38.95 - \$ 52.20
TBD	\$ 170.46	N/A	2/1/25	1/31/26	3.00%	\$ 46.95	\$ 40.12 - \$ 53.77
Group 4	\$ 175.57	N/A	2/1/26	1/31/27	3.00%	\$ 48.36	\$ 41.32 - \$ 55.38
	\$ 180.84	N/A	2/1/27	1/31/28	3.00%	\$ 49.81	\$ 42.56 - \$ 57.04
<i>Non-Exempt, Prevailing Wage</i>	\$ 186.27	N/A	2/1/28	1/31/29	3.00%	\$ 51.30	\$ 43.84 - \$ 58.75

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

Consultant: Crawford & Associates, Inc.

Prime Consultant

Subconsultant

Project: Tehama County On-Call CM

Date:

3/27/24

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	IRS Rate	Actual Cost
Per Diem (Lodging & Meals)	TBD	Day	State Rate	Actual Cost
Permit Fees	TBD	At Cost	TBD	Actual Cost
EZ Frisk Software Use	TBD	Project	\$ 2,250.00	Actual Cost
Traffic Control (Major) DBE or PW	TBD	Day	TBD	Actual Cost
Traffic Control (Minor) DBE or PW	TBD	Day	TBD	Actual Cost
Traffic Control (Major) Non-DBE	TBD	Day	\$ 1,700.00	Actual Cost
Traffic Control (Minor) Non-DBE	TBD	Day	\$ 700.00	Actual Cost
Traffic Control Equipment	TBD	Day	\$ 150.00	Actual Cost
Drilling Rig & Crew	TBD	At Cost	TBD	Actual Cost
Core Machine with Generator	TBD	Day	\$ 2,600.00	Actual Cost
Core Machine Bit	TBD	Each	\$ 3.00	Actual Cost
Core Boxes	TBD	Each	\$ 17.25	Actual Cost
Hot Mix Asphalt Patching (First)	TBD	First	\$ 1,000.00	Actual Cost
Hot Mix Asphalt Patching (2 or more)	TBD	Each After	\$ 500.00	Actual Cost
Wildcat DCP Equipment	TBD	Day	\$ 750.00	Actual Cost
Wildcat DCP Tips	TBD	Each	\$ 20.00	Actual Cost
Seismic Refraction (12 Channel)	TBD	Day	\$ 1,300.00	Actual Cost
Survey Equipment - Tripod, Level and Rod	TBD	Day	\$ 150.00	Actual Cost
Survey Equipment - Liquid Level	TBD	Day	\$ 150.00	Actual Cost
Percolation Equipment	TBD	Day	\$ 200.00	Actual Cost
Hand Auger	TBD	Day	\$ 200.00	Actual Cost
Backfill	TBD	Bag	\$ 8.00	Actual Cost
Steel Liners - MCAL	TBD	Each	\$ 10.00	Actual Cost
Nuclear Density Tests	TBD	Each	\$ 10.00	Actual Cost
Profilograph Testing - CT 547	TBD	Each	TBD	Actual Cost
Concrete Equipment - CT 539 / ASTM C172, CT 556 / ASTM C143, CT 540 / ASTM C31, CT 551 / ASTM C1064	TBD	Per Pour	\$ 65.00	Actual Cost
#200 Wash - ASTM D1140	TBD	Each	\$ 120.00	Actual Cost
Sieve Analysis - ASTM D6913	TBD	Each	\$ 160.00	Actual Cost
Mass Grain Size (Scour) - ASTM D6913	TBD	Each	\$ 2,200.00	Actual Cost
Grain Size with Hydrometer - ASTM D422	TBD	Each	\$ 245.00	Actual Cost

Grain Size Analysis - CT 202	TBD	Each	\$ 210.00	Actual Cost
Hydrometer Analysis - ASTM D422	TBD	Each	\$ 210.00	Actual Cost
Moisture & Density - ASTM D2216, D7263	TBD	Each	\$ 80.00	Actual Cost
Moisture Content - ASTM D2216, CT 226	TBD	Each	\$ 55.00	Actual Cost
Non-Plastic Index Result - ASTM D4318	TBD	Each	\$ 125.00	Actual Cost
Plasticity Index - ASTM D4318/ D2487, CT 204	TBD	Each	\$ 260.00	Actual Cost
Landscape Suitability	TBD	Each	\$ 125.00	Actual Cost
California Impact - CT 216	TBD	Each	\$ 350.00	Actual Cost
Compaction Curve (4" Mold) - ASTM D698/ D1557	TBD	Each	\$ 455.00	Actual Cost
Compaction Curve (6" Mold) - ASTM D698/ D1557	TBD	Each	\$ 510.00	Actual Cost
Compaction Curve Checkpoint (4" Mold) - ASTM D698/ D1557	TBD	Each	\$ 125.00	Actual Cost
Compaction Curve Checkpoint (6" Mold) - ASTM D698/ D1557	TBD	Each	\$ 125.00	Actual Cost
Compression (Rock) - ASTM 7012	TBD	Each	\$ 275.00	Actual Cost
Compressive Strength of Cylinders (6x12) - ASTM CT 39	TBD	Each	\$ 40.00	Actual Cost
Compressive Strength of Cylinders (4x8) - ASTM CT 39	TBD	Each	\$ 37.00	Actual Cost
Direct Shear (CD 3pt) Peak Only - ASTM D3080	TBD	Each	\$ 500.00	Actual Cost
Point Load (Rock) - ASTM D5731	TBD	Each	\$ 65.00	Actual Cost
Resistance Value (R-Value) - ASTM D2844, CT 301	TBD	Each	\$ 450.00	Actual Cost
Triaxial Shear-UU - ASTM D2850	TBD	Each	\$ 175.00	Actual Cost
Triaxial Staged-UU - ASTM D2850	TBD	Each	\$ 290.00	Actual Cost
Unconfined Compression (Rock) - ASTM D2166	TBD	Each	\$ 230.00	Actual Cost
Unconfined Compression (Soil) - ASTM D2166	TBD	Each	\$ 180.00	Actual Cost
1-D Consolidation - ASTM D2435	TBD	Each	\$ 400.00	Actual Cost
1-D Consolidation (Time Rate) / Per Point - ASTM D2435	TBD	Each	\$ 100.00	Actual Cost
Expansion Index - ASTM D4829	TBD	Each	\$ 275.00	Actual Cost
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride) - CT 417,422,643	TBD	Each	\$ 240.00	Actual Cost
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride, Redox) - CT 417,422,643 / ASTM G200M	TBD	Each	\$ 350.00	Actual Cost
Asphalt Ignition Calibration - CT 382	TBD	Each	\$ 460.00	Actual Cost
Cleanness Value - CT 227	TBD	Each	\$ 270.00	Actual Cost
Percent Asphalt Ignition Oven - CT 382	TBD	Each	\$ 150.00	Actual Cost
Sand Equivalent - CT 217	TBD	Each	\$ 135.00	Actual Cost
Stabilometer Value - CT 366	TBD	Each	\$ 225.00	Actual Cost
Theoretical Maximum Specific Gravity/Density - CT 309	TBD	Each	\$ 225.00	Actual Cost
Mix Design - ASTM D1557, D1633	TBD	Each	\$ 2,000.00	Actual Cost
Crawford Note: Kelly Ball Test (CT 533) and Skid Resistance Test (CT 342) are completed under daily field rates.				
Subconsultant 1:			\$	-
Subconsultant 2:			\$	-

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature:  Date of Certification: 3/27/24

Email: ben.crawford@crawford-inc.com Phone number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

* 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

Note: Mark-ups are Not Allowed

Consultant: Gallaway Enterprises, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ \$300,000.00 Date: 2/8/2024

For Combined Rate							
Fringe Benefit 37.69% + Overhead 148.24% + General & Administrative 0%						=	Combined 185.93%

For Home Office Rate							
	Fringe Benefit ___% + General & Administrative ___%					=	Home Office N/A
For Field Office Rate							
	Fringe Benefit ___% + General & Administrative ___%					=	Field Office N/A

						=	10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Kevin Sevier, Senior Planner/Project Manager Exempt	\$ 141.54	N/A	1/1/2024	12/31/2024		\$ 45.00	N/A
	\$ 148.61	N/A	1/1/2025	12/31/2025	5.00%	\$ 47.25	
	\$ 156.04	N/A	1/1/2026	12/31/2026	5.00%	\$ 49.61	
	\$ 163.84	N/A	1/1/2027	12/31/2027	5.00%	\$ 52.09	
	\$ 172.04	N/A	1/1/2028	12/31/2028	5.00%	\$ 54.70	
Jessica Sellers, Associate Biologist	\$ 113.23	N/A	1/1/2024	12/31/2024		\$ 36.00	N/A
	\$ 118.89	N/A	1/1/2025	12/31/2025	5.00%	\$ 37.80	
	\$ 124.83	N/A	1/1/2026	12/31/2026	5.00%	\$ 39.69	
	\$ 131.08	N/A	1/1/2027	12/31/2027	5.00%	\$ 41.67	
	\$ 137.63	N/A	1/1/2028	12/31/2028	5.00%	\$ 43.76	
Anthony McLaughlin, Associate Planner	\$ 113.23	N/A	1/1/2024	12/31/2024		\$ 36.00	N/A
	\$ 118.89	N/A	1/1/2025	12/31/2025	5.00%	\$ 37.80	
	\$ 124.83	N/A	1/1/2026	12/31/2026	5.00%	\$ 39.69	
	\$ 131.08	N/A	1/1/2027	12/31/2027	5.00%	\$ 41.67	
	\$ 137.63	N/A	1/1/2028	12/31/2028	5.00%	\$ 43.76	
Biologist / GIS Analyst	\$ 92.29	N/A	1/1/2024	12/31/2024		\$ 30.00	\$ 29.00 - \$ 31.00
	\$ 96.90	N/A	1/1/2025	12/31/2025	5.00%	\$ 31.50	\$ 30.45 - \$ 32.55
	\$ 101.75	N/A	1/1/2026	12/31/2026	5.00%	\$ 33.08	\$ 31.97 - \$ 34.18
	\$ 106.84	N/A	1/1/2027	12/31/2027	5.00%	\$ 34.73	\$ 33.57 - \$ 35.89
	\$ 112.18	N/A	1/1/2028	12/31/2028	5.00%	\$ 36.47	\$ 35.25 - \$ 37.68
Ganna Kleppe, Technician	\$ 88.07	N/A	1/1/2024	12/31/2024		\$ 28.00	N/A
	\$ 92.47	N/A	1/1/2025	12/31/2025	5.00%	\$ 29.40	
	\$ 97.09	N/A	1/1/2026	12/31/2026	5.00%	\$ 30.87	
	\$ 101.95	N/A	1/1/2027	12/31/2027	5.00%	\$ 32.41	
	\$ 107.05	N/A	1/1/2028	12/31/2028	5.00%	\$ 34.03	

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

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Consultant: Gallaway Enterprises

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: 2/8/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			IRS Rate	\$ -
Reproductions (half sheet)			At Cost	\$ -
Reproductions (whole sheet)			At Cost	\$ -
Postage/Delivery/Overnight			At Cost	\$ -
Per Diem			California State Rate	\$ -
Lodging			California State Rate	\$ -
Traffic Control			At Cost	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

- NOTES:**
- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
 - Proposed ODC items should be consistently billed regardless of client and contract type.
 - Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 - Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
 - Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
 - Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

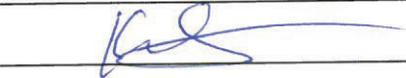
Certification of Direct Costs:

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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Kevin Sevier</u>	Title *:	<u>Vice President</u>
Signature:		Date of Certification:	<u>2/8/2024</u>
Email:	<u>Kevin Sevier</u>	Phone number:	<u>530-332-9909</u>
Address:	<u>117 Meyers Street, Suite 120, Chico, CA 95928</u>		

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

List services the consultant is providing under the proposed contract:

Environmental Consulting

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF 4
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Ghirardelli Associates, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. TEHAMA COUNTY PUBLIC WORKS - ON-CALL CONSTRUCTION MANAGEMENT SERVICES Contract No. N/A Participation Amount \$1,000,000.00 Date 1/25/2024

For Combined Rate	Fringe Benefit	34.34%	+	Overhead	88.20%	+	General Administrative	0.00%	=	122.54% Combined IRC %
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OR

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

BILLING Information				Calculation Information					
Name/Job title/Classificaiton ¹		Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly rate ³	% or \$ Increase	Hourly Range for classification only
		Straight	OT (1.5x)	OT (2x)	From	To			
1. Salvador Torres Jr.	FIELD	\$206.95	\$249.22	\$291.49	04/02/24	06/30/24	\$ 84.54	--	
2. Resident Engineer		\$206.95	\$249.22	\$291.49	07/01/24	12/31/24	\$ 84.54	0%	
3. Const. Inspector, Group 2		\$217.30	\$261.68	\$306.06	01/01/25	12/31/25	\$ 88.77	5%	
		\$228.16	\$274.76	\$321.37	01/01/26	12/31/26	\$ 93.21	5%	
4. Non-Exempt	Prevailing Wage	\$239.57	\$288.50	\$337.43	01/01/27	12/31/27	\$ 97.87	5%	
5. Full Time	Day Shift	\$251.55	\$302.93	\$354.31	01/01/28	12/31/28	\$ 102.76	5%	
	NC-63-3-9-2022-1								
1. Salvador Torres Jr.	FIELD	\$211.61	\$249.22	\$291.49	04/02/24	06/30/24	\$ 84.54	--	
2. Resident Engineer		\$218.95	\$249.22	\$291.49	07/01/24	12/31/24	\$ 84.54	0%	
3. Const. Inspector, Group 2		\$218.95	\$261.68	\$306.06	01/01/25	12/31/25	\$ 88.77	5%	
		\$228.16	\$274.76	\$321.37	01/01/26	12/31/26	\$ 93.21	5%	
4. Non-Exempt	Prevailing Wage	\$239.57	\$288.50	\$337.43	01/01/27	12/31/27	\$ 97.87	5%	
5. Full Time	Night Shift	\$251.55	\$302.93	\$354.31	01/01/28	12/31/28	\$ 102.76	5%	
	NC-63-3-9-2022-1								
1. Salvador Torres Jr.	FIELD	\$206.95	\$249.22	\$291.49	04/02/24	12/31/24	\$ 84.54	--	
2. Resident Engineer		\$217.30	\$261.68	\$306.06	01/01/25	12/31/25	\$ 88.77	5%	
3. Const. Inspector, Group 2		\$228.16	\$274.76	\$321.37	01/01/26	12/31/26	\$ 93.21	5%	
4. Non-Exempt	Non-Prevailing	\$239.57	\$288.50	\$337.43	01/01/27	12/31/27	\$ 97.87	5%	
5. Full Time	Wage Work	\$251.55	\$302.93	\$354.31	01/01/28	12/31/28	\$ 102.76	5%	

1. Eric Akana	FIELD		\$200.84	\$241.73	\$282.73	04/02/24	06/30/24	\$ 82.00	--
2. Structures Representative/Inspector		0	\$208.18	\$241.73	\$282.73	07/01/24	12/31/24	\$ 82.00	0%
3.Const. Inspector, Group 2		0	\$210.77	\$253.82	\$296.87	01/01/25	12/31/25	\$ 86.10	5%
		0	\$221.31	\$266.51	\$311.71	01/01/26	12/31/26	\$ 90.41	5%
4. Non-Exempt	Prevailing Wage		\$232.37	\$279.83	\$327.30	01/01/27	12/31/27	\$ 94.93	5%
5. Full Time	Day Shift		\$243.99	\$293.83	\$343.66	01/01/28	12/31/28	\$ 99.67	5%
	NC-63-3-9-2022-1								
1. Eric Akana	FIELD		\$218.58	\$241.73	\$282.73	04/02/24	06/30/24	\$ 82.00	--
2. Structures Representative/Inspector		0	\$225.93	\$245.90	\$282.73	07/01/24	12/31/24	\$ 82.00	0%
3.Const. Inspector, Group 2		0	\$225.93	\$253.82	\$296.87	01/01/25	12/31/25	\$ 86.10	5%
		0	\$225.93	\$266.51	\$311.71	01/01/26	12/31/26	\$ 90.41	5%
4. Non-Exempt	Prevailing Wage		\$232.37	\$279.83	\$327.30	01/01/27	12/31/27	\$ 94.93	5%
5. Full Time	Night Shift		\$243.99	\$293.83	\$343.66	01/01/28	12/31/28	\$ 99.67	5%
	NC-63-3-9-2022-1								
1. Eric Akana	FIELD		\$200.73	\$241.73	\$282.73	04/02/24	12/31/24	\$ 82.00	--
2. Structures Representative/Inspector		0	\$210.77	\$253.82	\$296.87	01/01/25	12/31/25	\$ 86.10	5%
3.Const. Inspector, Group 2		0	\$221.31	\$266.51	\$311.71	01/01/26	12/31/26	\$ 90.41	5%
4. Non-Exempt	Non-Prevailing		\$232.37	\$279.83	\$327.30	01/01/27	12/31/27	\$ 94.93	5%
5. Full Time	Wage Work		\$243.99	\$293.83	\$343.66	01/01/28	12/31/28	\$ 99.67	5%
1. Jake Melvin	FIELD		\$181.85	\$218.91	\$256.04	04/02/24	06/30/24	\$ 74.26	--
2. Inspector		0	\$189.19	\$218.91	\$256.04	07/01/24	12/31/24	\$ 74.26	0%
3.Const. Inspector, Group 2		0	\$190.87	\$229.86	\$268.85	01/01/25	12/31/25	\$ 77.97	5%
		0	\$200.42	\$241.35	\$282.29	01/01/26	12/31/26	\$ 81.87	5%
4. Non-Exempt	Prevailing Wage		\$210.44	\$253.42	\$296.40	01/01/27	12/31/27	\$ 85.97	5%
5. Full Time	Day Shift		\$220.96	\$266.09	\$311.22	01/01/28	12/31/28	\$ 90.26	5%
	NC-63-3-9-2022-1								
1. Jake Melvin	FIELD		\$199.60	\$222.97	\$256.04	04/02/24	06/30/24	\$ 74.26	--
2. Inspector		0	\$206.94	\$232.51	\$258.09	07/01/24	12/31/24	\$ 74.26	0%
3.Const. Inspector, Group 2		0	\$206.94	\$229.86	\$268.85	01/01/25	12/31/25	\$ 77.97	5%
		0	\$206.94	\$241.35	\$282.29	01/01/26	12/31/26	\$ 81.87	5%
4. Non-Exempt	Prevailing Wage		\$210.44	\$253.42	\$296.40	01/01/27	12/31/27	\$ 85.97	5%
5. Full Time	Night Shift		\$220.96	\$266.09	\$311.22	01/01/28	12/31/28	\$ 90.26	5%
	NC-63-3-9-2022-1								
1. Jake Melvin	FIELD		\$181.78	\$218.91	\$256.04	04/02/24	12/31/24	\$ 74.26	--
2. Inspector		0	\$190.87	\$229.86	\$268.85	01/01/25	12/31/25	\$ 77.97	5%
3.Const. Inspector, Group 2		0	\$200.42	\$241.35	\$282.29	01/01/26	12/31/26	\$ 81.87	5%
4. Non-Exempt	Non-Prevailing		\$210.44	\$253.42	\$296.40	01/01/27	12/31/27	\$ 85.97	5%
5. Full Time	Wage Work		\$220.96	\$266.09	\$311.22	01/01/28	12/31/28	\$ 90.26	5%
1. David Lockett	FIELD		\$201.18	\$236.19	\$276.25	04/02/24	06/30/24	\$ 80.12	--
2. Inspector		0	\$208.52	\$236.19	\$276.25	07/01/24	12/31/24	\$ 80.12	0%
3.Const. Inspector, Group 2		0	\$208.52	\$248.00	\$290.06	01/01/25	12/31/25	\$ 84.13	5%
		0	\$216.23	\$260.40	\$304.56	01/01/26	12/31/26	\$ 88.33	5%
4. Non-Exempt	Prevailing Wage		\$227.04	\$273.42	\$319.79	01/01/27	12/31/27	\$ 92.75	5%
5. Full Time	Day Shift		\$238.40	\$287.09	\$335.78	01/01/28	12/31/28	\$ 97.39	5%
	NC-63-3-9-2022-1								

1. Travis Deem	FIELD		\$195.47	\$219.33	\$253.77	04/02/24	06/30/24	\$ 73.60	--
2. SWPPP Inspector		0	\$202.82	\$228.87	\$254.93	07/01/24	12/31/24	\$ 73.60	0%
3.Const. Inspector, Group 2		0	\$202.82	\$227.82	\$266.46	01/01/25	12/31/25	\$ 77.28	5%
		0	\$202.82	\$239.21	\$279.78	01/01/26	12/31/26	\$ 81.14	5%
4. Non-Exempt	Prevailing Wage		\$208.57	\$251.17	\$293.77	01/01/27	12/31/27	\$ 85.20	5%
5. Full Time	Night Shift		\$219.00	\$263.73	\$308.46	01/01/28	12/31/28	\$ 89.46	5%
	NC-63-3-9-2022-1								
1. Travis Deem	FIELD		\$180.17	\$216.97	\$253.77	04/02/24	12/31/24	\$ 73.60	--
2. SWPPP Inspector		0	\$189.18	\$227.82	\$266.46	01/01/25	12/31/25	\$ 77.28	5%
3.Const. Inspector, Group 2		0	\$198.64	\$239.21	\$279.78	01/01/26	12/31/26	\$ 81.14	5%
4. Non-Exempt	Non-Prevailing		\$208.57	\$251.17	\$293.77	01/01/27	12/31/27	\$ 85.20	5%
5. Full Time	Wage Work		\$219.00	\$263.73	\$308.46	01/01/28	12/31/28	\$ 89.46	5%
1. Alex Garibay	FIELD		\$201.17	\$236.19	\$276.25	04/02/24	06/30/24	\$ 80.12	--
2. Electrical Inspector		0	\$208.52	\$236.19	\$276.25	07/01/24	12/31/24	\$ 80.12	0%
3.Const. Inspector, Group 2		0	\$208.52	\$248.00	\$290.06	01/01/25	12/31/25	\$ 84.13	5%
		0	\$216.23	\$260.40	\$304.56	01/01/26	12/31/26	\$ 88.33	5%
4. Non-Exempt	Prevailing Wage		\$227.04	\$273.42	\$319.79	01/01/27	12/31/27	\$ 92.75	5%
5. Full Time	Day Shift		\$238.40	\$287.09	\$335.78	01/01/28	12/31/28	\$ 97.39	5%
	NC-63-3-9-2022-1								
1. Alex Garibay	FIELD		\$218.92	\$238.05	\$276.25	04/02/24	06/30/24	\$ 80.12	--
2. Electrical Inspector		0	\$226.26	\$247.60	\$276.25	07/01/24	12/31/24	\$ 80.12	0%
3.Const. Inspector, Group 2		0	\$226.26	\$248.00	\$290.06	01/01/25	12/31/25	\$ 84.13	5%
		0	\$226.26	\$260.40	\$304.56	01/01/26	12/31/26	\$ 88.33	5%
4. Non-Exempt	Prevailing Wage		\$227.04	\$273.42	\$319.79	01/01/27	12/31/27	\$ 92.75	5%
5. Full Time	Night Shift		\$238.40	\$287.09	\$335.78	01/01/28	12/31/28	\$ 97.39	5%
	NC-63-3-9-2022-1								
1. Alex Garibay	FIELD		\$196.13	\$236.19	\$276.25	04/02/24	12/31/24	\$ 80.12	--
2. Electrical Inspector		0	\$205.94	\$248.00	\$290.06	01/01/25	12/31/25	\$ 84.13	5%
3.Const. Inspector, Group 2		0	\$216.23	\$260.40	\$304.56	01/01/26	12/31/26	\$ 88.33	5%
4. Non-Exempt	Non-Prevailing		\$227.04	\$273.42	\$319.79	01/01/27	12/31/27	\$ 92.75	5%
5. Full Time	Wage Work		\$238.40	\$287.09	\$335.78	01/01/28	12/31/28	\$ 97.39	5%
1. Jim Smolenski	FIELD		\$220.31	\$265.31	\$310.31	04/02/24	06/30/24	\$ 90.00	--
2. Resident Engineer		0	\$220.31	\$265.31	\$310.31	07/01/24	12/31/24	\$ 90.00	0%
3.Const. Inspector, Group 2		0	\$231.33	\$278.58	\$325.83	01/01/25	12/31/25	\$ 94.50	5%
		0	\$242.90	\$292.51	\$342.12	01/01/26	12/31/26	\$ 99.23	5%
4. Non-Exempt	Prevailing Wage		\$255.04	\$307.13	\$359.23	01/01/27	12/31/27	\$ 104.19	5%
5. Full Time	Day Shift		\$267.79	\$322.49	\$377.19	01/01/28	12/31/28	\$ 109.40	5%
	NC-63-3-9-2022-1								
1. Jim Smolenski	FIELD		\$220.31	\$265.31	\$310.31	04/02/24	06/30/24	\$ 90.00	--
2. Resident Engineer		0	\$220.31	\$265.31	\$310.31	07/01/24	12/31/24	\$ 90.00	0%
3.Const. Inspector, Group 2		0	\$231.33	\$278.58	\$325.83	01/01/25	12/31/25	\$ 94.50	5%
		0	\$242.90	\$292.51	\$342.12	01/01/26	12/31/26	\$ 99.23	5%
4. Non-Exempt	Prevailing Wage		\$255.04	\$307.13	\$359.23	01/01/27	12/31/27	\$ 104.19	5%
5. Full Time	Night Shift		\$267.79	\$322.49	\$377.19	01/01/28	12/31/28	\$ 109.40	5%
	NC-63-3-9-2022-1								
1. Jim Smolenski	FIELD		\$220.31	\$265.31	\$310.31	04/02/24	12/31/24	\$ 90.00	--
2. Resident Engineer		0	\$231.33	\$278.58	\$325.83	01/01/25	12/31/25	\$ 94.50	5%
3.Const. Inspector, Group 2		0	\$242.90	\$292.51	\$342.12	01/01/26	12/31/26	\$ 99.23	5%
4. Non-Exempt	Non-Prevailing		\$255.04	\$307.13	\$359.23	01/01/27	12/31/27	\$ 104.19	5%
5. Full Time	Wage Work		\$267.79	\$322.49	\$377.19	01/01/28	12/31/28	\$ 109.40	5%

1. Matteo D'Orio	FIELD		\$208.07	\$251.52	\$320.39	04/02/24	06/30/24	\$ 85.00	--
2. Structures Representative/Inspector - N		0	\$208.07	\$261.06	\$332.14	07/01/24	12/31/24	\$ 85.00	0%
3. Const. Inspector, Group 2		0	\$218.48	\$261.06	\$332.14	01/01/25	12/31/25	\$ 89.25	5%
		0	\$229.40	\$261.06	\$332.14	01/01/26	12/31/26	\$ 93.71	5%
4. Exempt	Prevailing Wage		\$240.87	\$261.06	\$332.14	01/01/27	12/31/27	\$ 98.40	5%
5. Full Time	Day Shift		\$252.92	\$261.06	\$332.14	01/01/28	12/31/28	\$ 103.32	5%
	NC-63-3-9-2022-1								
1. Matteo D'Orio	FIELD		\$208.07	\$277.53	\$354.66	04/02/24	06/30/24	\$ 85.00	--
2. Structures Representative/Inspector - N		0	\$208.07	\$287.07	\$366.41	07/01/24	12/31/24	\$ 85.00	0%
3. Const. Inspector, Group 2		0	\$218.48	\$287.07	\$366.41	01/01/25	12/31/25	\$ 89.25	5%
		0	\$229.40	\$287.07	\$366.41	01/01/26	12/31/26	\$ 93.71	5%
4. Exempt	Prevailing Wage		\$240.87	\$287.07	\$366.41	01/01/27	12/31/27	\$ 98.40	5%
5. Full Time	Night Shift		\$252.92	\$287.07	\$366.41	01/01/28	12/31/28	\$ 103.32	5%
	NC-63-3-9-2022-1								
1. Matteo D'Orio	FIELD		\$208.07	\$208.07	\$208.07	04/02/24	12/31/24	\$ 85.00	--
2. Structures Representative/Inspector - N		0	\$218.48	\$218.48	\$218.48	01/01/25	12/31/25	\$ 89.25	5%
3. Const. Inspector, Group 2		0	\$229.40	\$229.40	\$229.40	01/01/26	12/31/26	\$ 93.71	5%
4. Exempt	Non-Prevailing		\$240.87	\$240.87	\$240.87	01/01/27	12/31/27	\$ 98.40	5%
5. Full Time	Wage Work		\$252.92	\$252.92	\$252.92	01/01/28	12/31/28	\$ 103.32	5%

SAMPLE COST PROPOSAL 2

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

Note: Mark-ups are Not Allowed

Consultant Ghirardelli Associates Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. TEHAMA COUNTY PUBLIC WORKS - ON-CALL CONSTRUCTION MANAGEMENT SERVICES Contract No. _____ Date 1/25/2024

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

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Alain Charles Title *: Corporater Controller

Signature : Alain Charles Digitally signed by Alain Charles
Date: 2024.02.08 13:57:15 -08'00' Date of Certification (mm/dd/yyyy): 2/8/2024

Email: acharles@ghirardelliassoc.com Phone Number: 408.435.5503 x2

* 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:

PER ON-CALL ENGINEERING CONSULTING SERVICES RFP DATED JANUARY 25. 2024

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: PACE Engineering, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ \$100,000.00 Date: _____

For Combined Rate	Fringe Benefit 62% + General & Administrative 164%	=	Combined	225%
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For Home Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Home Office
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office

	Fee	=	10%
--	-----	---	-----

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Jesse Lenaker Principal	\$ 294.40	N/A	3/1/2023	2/29/2024		\$ 82.35	n/a
	\$ 309.12	N/A	3/1/2024	2/28/2025	5.00%	\$ 86.47	n/a
	\$ 324.58	N/A	3/1/2025	2/28/2026	5.00%	\$ 90.79	n/a
	\$ 340.81	N/A	3/1/2026	2/28/2027	5.00%	\$ 95.33	n/a
	\$ 357.85	N/A	3/1/2027	2/29/2028	5.00%	\$ 100.10	n/a
Ignacio Sanchez Senior Surveyor	\$ 237.92	N/A	3/1/2023	2/29/2024		\$ 66.55	n/a
	\$ 249.81	N/A	3/1/2024	2/28/2025	5.00%	\$ 69.88	n/a
	\$ 262.30	N/A	3/1/2025	2/28/2026	5.00%	\$ 73.37	n/a
	\$ 275.42	N/A	3/1/2026	2/28/2027	5.00%	\$ 77.04	n/a
	\$ 289.19	N/A	3/1/2027	2/29/2028	5.00%	\$ 80.89	n/a
Wesley Inman Associate Surveyor	\$ 203.38	N/A	3/1/2023	2/29/2024		\$ 56.89	n/a
	\$ 213.55	N/A	3/1/2024	2/28/2025	5.00%	\$ 59.73	n/a
	\$ 224.23	N/A	3/1/2025	2/28/2026	5.00%	\$ 62.72	n/a
	\$ 235.44	N/A	3/1/2026	2/28/2027	5.00%	\$ 65.86	n/a

	\$ 247.21	N/A	3/1/2027	2/29/2028	5.00%	\$ 69.15	n/a
James Litts Staff Surveyor III	\$ 193.34	N/A	3/1/2023	2/29/2024		\$ 54.08	n/a
	\$ 203.00	N/A	3/1/2024	2/28/2025	5.00%	\$ 56.78	n/a
	\$ 213.15	N/A	3/1/2025	2/28/2026	5.00%	\$ 59.62	n/a
	\$ 223.81	N/A	3/1/2026	2/28/2027	5.00%	\$ 62.60	n/a
	\$ 235.00	N/A	3/1/2027	2/29/2028	5.00%	\$ 65.73	n/a
Ryan Turner Staff Surveyor II	\$ 153.65	N/A	3/1/2023	2/29/2024		\$ 42.98	n/a
	\$ 161.34	N/A	3/1/2024	2/28/2025	5.00%	\$ 45.13	n/a
	\$ 169.40	N/A	3/1/2025	2/28/2026	5.00%	\$ 47.39	n/a
	\$ 177.87	N/A	3/1/2026	2/28/2027	5.00%	\$ 49.75	n/a
	\$ 186.77	N/A	3/1/2027	2/29/2028	5.00%	\$ 52.24	n/a
Aaron Acord Staff Surveyor I	\$ 129.52	N/A	3/1/2023	2/29/2024		\$ 36.23	n/a
	\$ 136.00	N/A	3/1/2024	2/28/2025	5.00%	\$ 38.04	n/a
	\$ 142.80	N/A	3/1/2025	2/28/2026	5.00%	\$ 39.94	n/a
	\$ 149.94	N/A	3/1/2026	2/28/2027	5.00%	\$ 41.94	n/a
	\$ 157.44	N/A	3/1/2027	2/29/2028	5.00%	\$ 44.04	n/a
Jason Strack Survey Technician	\$ 130.42	N/A	3/1/2023	2/29/2024		\$ 36.48	n/a
	\$ 136.94	N/A	3/1/2024	2/28/2025	5.00%	\$ 38.30	n/a
	\$ 143.78	N/A	3/1/2025	2/28/2026	5.00%	\$ 40.22	n/a
	\$ 150.97	N/A	3/1/2026	2/28/2027	5.00%	\$ 42.23	n/a
	\$ 158.52	N/A	3/1/2027	2/29/2028	5.00%	\$ 44.34	n/a
Kayla Hord Admin Clerk I	\$ 118.69	N/A	3/1/2023	2/29/2024		\$ 33.20	n/a
	\$ 124.62	N/A	3/1/2024	2/28/2025	5.00%	\$ 34.86	n/a
	\$ 130.86	N/A	3/1/2025	2/28/2026	5.00%	\$ 36.60	n/a
	\$ 137.40	N/A	3/1/2026	2/28/2027	5.00%	\$ 38.43	n/a
	\$ 144.27	N/A	3/1/2027	2/29/2028	5.00%	\$ 40.35	n/a

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Consultant: PACE

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			IRS Rate	\$ -
Reproductions (half sheet)			At Cost	\$ -
Reproductions (whole sheet)			At Cost	\$ -
Postage/Delivery/Overnight			At Cost	\$ -
Per Diem			At Cost	\$ -
Lodging			At Cost	\$ -
Traffic Control			At Cost	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

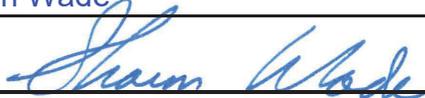
Certification of Direct Costs:

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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Shawn Wade Title *: CFO
Signature:  Date of Certification: 3/25/24
Email: swade@paceengineering.us Phone number: 530-244-0202
Address: 5155 Venture Pkwy., Redding, CA 96002

* 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:

Surveying

ORGANIZATIONAL CHART

Our organization chart depicts the structure and lines of communication we are proposing. We will be utilizing several subconsultants. In addition, we have additional inspection staff that are on an on-call basis can be deployed quickly. Resumes are provided for key staff and can be found in the [Appendix](#).

LEGEND

- Mark Thomas
- Albat **DBE** **SBE**
- Casi **DBE**
- Gallaway **DBE**
- Ghirardell
- Crawford
- Pace Engineering **SBE**
- 🔑 Key Staff

PROPOSED STAFF FOR 99W/ SOUTH MAIN STREET PROJECT

- Eric Lilly - Construction Manager ■
- Jim Smolenski - RE ■
- Tatevik Janvelyan - ARE/OE ■
- Ryan George - Inspector ■
- Jacob Melvin - Inspector ■

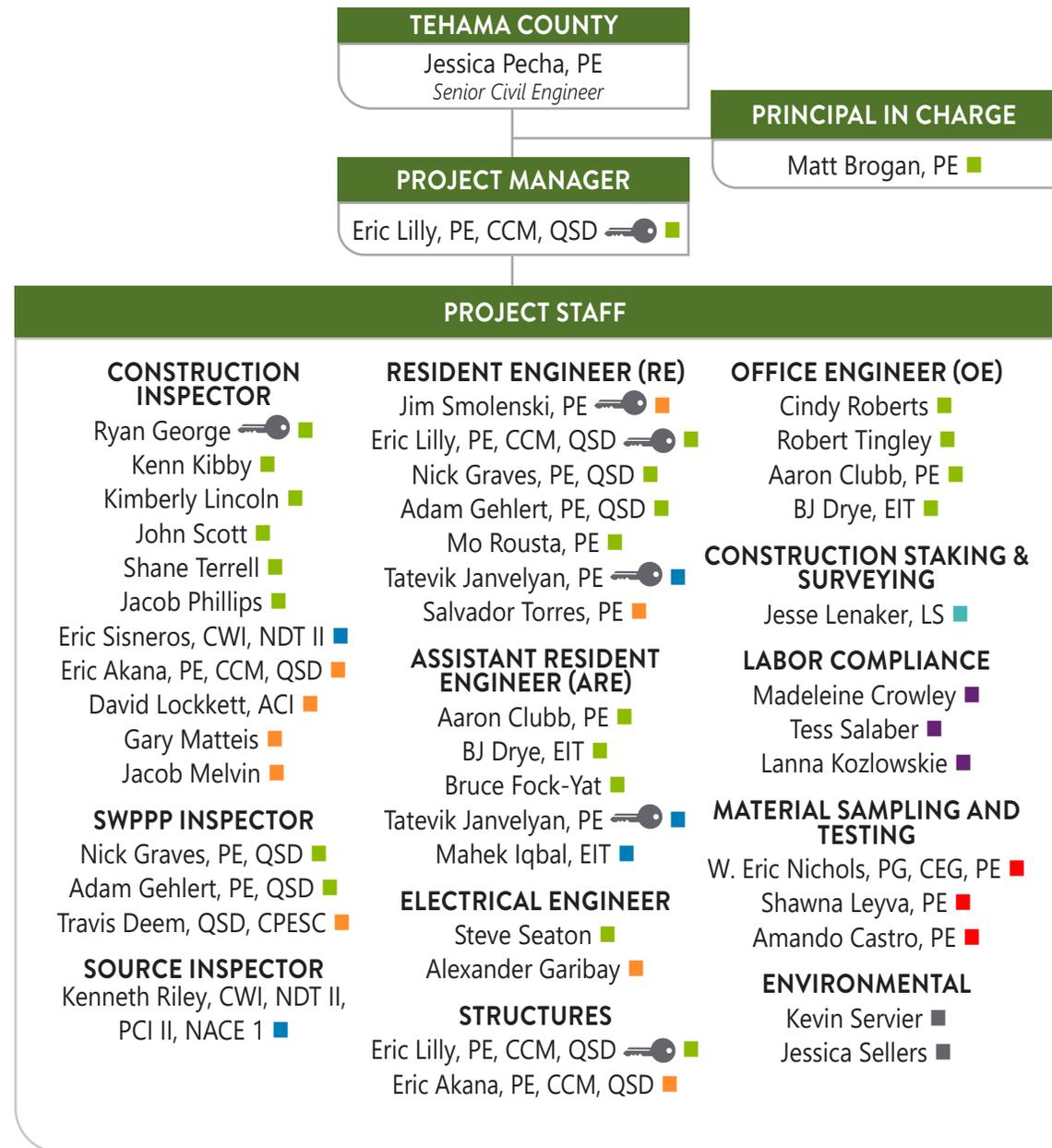
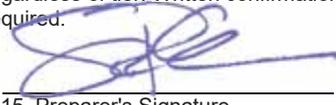


EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Tehama County 2. Contract DBE Goal: 18%
 3. Project Description: On-Call CM Services
 4. Project Location: Tehama County
 5. Consultant's Name: Mark Thomas & Company, Inc 6. Prime Certified DBE: 7. Total Contract Award Amount: \$5,000,000.00
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 2,550,000.00 9. Total Number of **ALL** Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction Management & Inspection	47453	Albat - Tatevik Janvelyan 7317 Flowerwood Way, Sacramento,	\$ 450,000.00
Office Administrative Services	43831	CASI - Madeleine Salaber 10969 Trade Center Dr, Ste 108,	\$ 150,000.00
Environmental	31237	Gallaway Enterprise - Jody Gallaway 117 Meyers St, Ste 120, Chico, CA	\$ 300,000.00
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			18.00 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  4/3/24 15. Preparer's Signature Shawn O'Keefe 17. Preparer's Name Principal/Division Manager 19. Preparer's Title
23. Local Agency Representative's Signature	24. Date	16. Date	
25. Local Agency Representative's Name	26. Phone	(913) 381-9100	
		18. Phone	
27. Local Agency Representative's Title			

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

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



TEHAMA COUNTY PUBLIC WORKS
9380 SAN BENITO AVENUE, GERBER, CA 96035
P: (530) 385-1462 F: (530) 385-1293
[HTTP://WWW.TCPW.CA.GOV](http://www.tcpw.ca.gov)

REQUEST FOR QUALIFICATIONS

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

PROPOSALS ARE TO BE SUBMITTED TO:

Jessica Pecha, Senior Civil Engineer
Attn: On-Call CM
Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035

SUBMISSION DUE DATE:

No later than 4PM (PST)
2/22/24

QUESTIONS MAY BE DIRECTED TO:

Jessica Pecha
(530) 385-1462 ext. 3026
jpecha@tcpw.ca.gov

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I. INTRODUCTION

Tehama County Department of Public Works is soliciting Statements of Qualifications (SOQ's) from qualified firms to perform on-call Construction Management (CM) services for its transportation infrastructure projects. The County intends to select one (1) firm for on-call for performance of the Scope of Work described below. The selected firm shall maintain a separation of services by project number. Individual Task Orders will be awarded for projects under an On-call Task Order Contract. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of the On-call Task Order Contract, the terms of the On-call Task Order Contract shall be extended by an amendment prior to the expiration of the On-call Task Order Contract to cover the time needed to complete the task order in progress only. The term of the On-call Task Order Contract will not exceed five (5) years unless extended by amendment.

Tehama County is located approximately midway between Sacramento and the Oregon border and has an estimated population of 65,000. It covers about 2,950 square miles and is bordered by the Counties of Butte, Glenn, Trinity, Shasta, and Plumas.

The projects include federal, state, and/or local funds. The firm selected should have previous experience working with county government and prevailing wages. Consultants performing work for which prevailing wage rate requirements apply must be registered with the State of California Department of Industrial Relations as a Public Works Contractor. Proof of registration must be submitted prior to commencing work. Register with the Department of Industrial Relations online at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

II. SCOPE OF WORK

The selected consultant will represent the Department of Public Works and provide comprehensive Construction Management services, including all construction administration oversight and inspection services during the construction of assigned projects. Projects that the County may assign to the successful Consultant include, but are not limited to:

Lake California

Federal Project: HSIPL-5908(106)

County Project: 0102-2037191

Gallagher Intersections (Combined with Five Intersections for bidding and construction)

Federal Project: HSIPL-5908(105)

County Project: 0102-2999192

Five Intersections (Combined with Gallagher Intersections for bidding and construction)

Federal Project: HSIPL-5908(104)

County Project: 0102-2999191

99W and South Main Street Improvements

Federal Project: RTSTPL-5908(100)

County Project: 0102-2708181

Additional information on the projects listed above is included in the Project Information

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attachment.

All work shall be performed in accordance with current CALTRANS policies, procedures, manuals and standards including compliance with California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements and/or COUNTY Standards as appropriate. Construction Management services provided shall specifically conform to the requirements found in the Caltrans Local Assistance Procedure Manual (LAPM) Chapter 16, Administer Construction Contracts.

CM Services will be provided through individual Task Orders under the On-call Task Order Contract for performance of the Scope of Services identified below. The total amount payable by the County for the On-call Task Order Contract shall not exceed a cumulative maximum total value of \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-call Task Order Contract. The County will expand or refine the Scope of Work during the negotiation of individual Task Orders.

When the County determines that services are needed, the selected firm will be informed of the specific staffing need and task scope. The firm will prepare a proposal including a detailed scope and cost, and negotiations will take place. Upon satisfactorily concluding the negotiations, a Task Order will be prepared.

Construction Management Services are anticipated to generally include, but are not limited to construction management, construction submittal and shop drawing reviews, inspections (including specialized inspection for steel, and concrete), Resident Engineer (RE) services, environmental compliance monitoring and coordination, survey quality assurance, and project closeout coordination. Project closeout procedures will be followed as described by the Caltrans Division of Local Assistance Procedures Manual. Field staff to be comprised of the resident engineer, structure representative as necessary, office engineer, field construction inspectors and appropriate material inspectors/testers. The resident engineer may act as structure representative if qualified.

The County will retain the construction support services of the design engineer for the purpose of responding to RFIs, discuss the scope of the project, PS&E requirements, anticipated construction scheduling, mitigation measures, project objectives, and issues identified during CM review. The design engineer will review construction shop drawings forwarded by CM, and provide supplemental design changes. The design engineer will also prepare "as-builts" per the CM notes.

The County has contracted with Virtual Project Manager (VPM) to track and manage projects. The CM must utilize this program to track the project to the extent VPM allows: project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, time cards, payments, and storm water (SWPPP).

Task 1 Pre-Construction

- Review the plans, specifications, RE pending files, permits, agreements, environmental documents, and other applicable documents.
- Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties.
- Prepare an internal construction management Quality Control Plan (QCP) plan.

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- Prepare a project specific Construction Management Plan (CMP) Manual and 63-Category Filing System based on the Caltrans Construction Manual for project records.
- At a minimum, CMP shall include the sections listed below:
 - Project Organization
 - Meetings
 - Communications Management
 - Preparation of Management Reports
 - Clarifications and Contract Interpretations of Specifications
 - Submittals/Shop Drawings
 - Design Modifications
 - Change Orders
 - Schedule Management
 - Claims Management and Resolution
 - Testing and Testing Documentation
 - Progress Pay Estimate Preparation
 - Inspection and Inspection Reporting
 - Defective Work Correction
 - Record Drawings
 - Complaint & Community Relations Procedures
 - Safety
 - Photo/Video Documentation
 - Certified Payroll Review
 - Special Inspections
 - Other Tasks

CMP shall describe the level of effort anticipated to be maintained by CM and inspectors for the various activities during the construction period and project closeout. CMP shall describe all deliverables and time for periodic reports.

Deliverables: Three (3) copies of final Construction Management Plan due prior to the start of CM work.

Task 2 Construction

- Perform ongoing observation and inspection of all construction activities. All information shall be recorded on a daily diary form. This information will include, but not be limited to, job stamp, date, weather, item of work performed, hours of work performed, measurement of items installed, workers names and classifications, equipment numbers, subcontractor's personnel, conversations, conflicts and resolutions, and non-compliance (if necessary).
- Prepare and conduct weekly progress meetings with the Contractor and County staff.
- Coordinate with permitting and resource agencies.
- Coordinate review and approval of shop drawings, material submittals, and demolition plans.
- Tracking construction materials by certificate of compliance. Receive, record, review, and respond to all Contractors' Request For Information (RFI). Response times will be determined and adhered to. When the issue cannot be answered by the RE, forward RFI's to design engineer for response. Receive, stamp with date received, and track all

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Contractors', subcontractors', and independent party submittals. A log will be set up identifying submittal name, responsible party, review party and whether date was met.

- Coordinate inspection, acceptance testing and maintain a complete testing log of all results.
- Track Contractor-developed plan and Requests for Information (RFI) submittals to ensure a timely and efficient procedure for processing submittals.
- Prepare daily, weekly, and monthly reports as required by the County.
- Prepare and send Weekly Statement of Working Days to the Contractor.
- Review and approve contract submittals including, but not limited to, falsework and pre-stressing.
- Prepare Contractor progress payment applications.
- Negotiate and prepare Contract Change Orders for authorization by the County.
- Maintain a set of full-size set of drawings noting all changes to be used for preparation of "Final As-built" drawings.
- Maintain complete photographic records of daily construction to document Contractor activities, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- Assist the County to resolve field problems and disputes at the lowest level to minimize potential impacts to the project.
- Create punch lists throughout the construction process after each item of work is complete. Punch lists shall include items that need to be corrected or amended.

Task 3 CPM Schedule Review

- Review, monitor, and document changes to the Contractor's schedule.
- Review Contractor monthly schedule updates for critical path activities.
- Keep record of contract time and time extensions.

Task 4 Environmental Compliance

- Review project regulatory permits.
- Prepare biological and environmental monitoring plan for County's review and approval.
- Review Contractor supplied biologist's resumes for adequacy.
- Review Contractor's environmental and biological reports and submittals.
- Review Contractor's SWPPP reports and submittals. Inspect the project site and monitor Contractor's compliance with Best Management Practices (BMP's) in accordance with Caltrans Storm Water Quality Handbooks. Monitor the weather forecast during the storm season and ensure Contractor's compliance for pre-storm, storm event, and post storm requirements.
- Provide environmental field review of project activities as necessary to assure permit compliance.
- Monitor Contractor regulatory permit compliance.
- Maintain Environmental Commitment Record.
- Responsible for overseeing compliance with protective measures for listed species, as required by the, Environmental Commitment Record of the Environmental Document
- Provide and Coordinate Tribal Monitoring (TM) and Cultural Sensitivity Training (CST) when required.
 - When CST for workers is required prior to any ground disturbing activities, contract with designated tribe to present CST.

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- When TM is required during ground disturbing activities, contract with designated tribe to provide Native American Monitor(s) to monitor excavations as required.
- Consult with designated tribe on all staging areas and potential staging areas when required.
- TM and CST are required for the 99w and South Main Street Improvements project. The Paskenta Band of Nomlaki Indians will perform TM and present CST for the 99w and South Main Street Improvements project.
- TM and CST requirements for other projects are to be determined.
- The County will provide tribal contact information on a project-by-project basis.
- Budget amounts for TM and CST will be determined on a project-by-project basis.

Task 5 Materials Sampling and Testing

- Coordinate and monitor all materials testing services. Materials testing reports will be reviewed and initialed by the RE and maintained in the project files.
- All material sampling and testing includes: Steel, Concrete, Soil, and all other materials where a COC is not obtained.
- Testing shall include but not be limited to compaction testing, gradations, sand equivalents, oil content,
- Asphalt concrete and portland cement concrete mix design reviews and batch plant inspections.
- Portland cement concrete compressive strength.
- Pre-stressing and post-tensioning monitoring and testing.

Task 6 Labor and DBE Compliance

- Labor Compliance/Equal Employment Opportunity/Prevailing Wage/Disadvantaged Business Enterprise (DBE): Enforce the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to the Local Assistance Procedures.
- Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages.
- Review field labor compliance and perform EEO interviews.
- Monitoring Contractor apprenticeship programs for contract compliance.

Task 7 Surveys and Survey Quality Assurance

- Locate and survey existing survey monumentation prior to construction activities.
- Post construction reestablishment of survey monumentation disturbed by project activities.
- Provide Right-of-way and Easement layout staking.
- Provide one set of Finished Grade and Slope Survey Control Stakes, at appropriate station intervals, to verify that the work is performed at the proper line and grade.
- Provide verification of all Contractor provided construction staking including:
 - Roadway Staking
 - Bridge foundation, pier and abutment staking.
 - Soffit and deck layout and profile prior to concrete placement.

Task 8 Roadway Surface Quality Assurance

- Test concrete surface smoothness of completed structures surfaces using a profilograph in accordance with Caltrans' Bridge Deck Construction Manual.

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- Test asphalt concrete surface for smoothness compliance with contract specifications.

Task 9 Progress Pay Estimates

- Contract Change Orders (CCO): receive, record, and review all Contractors’ Requests for Changes. Assist in the creation of Contract Change Orders according to Caltrans Contract Change Order Manual. Track extra work on separate daily diaries. Monthly progress payments shall reflect all CCO worked performed in the previous month.
- Track Construction Quantities Daily/Weekly/Monthly. Certificates of Compliance or Release Tags shall be received for material used in construction to justify payment.
- Prepare Monthly Progress Estimates to summarize payment to the Contractor for work performed. Monthly Progress Estimates shall include Contract Change Order Work.
- Track construction costs on a monthly basis. Excel spreadsheets shall be created to monitor payment on each item of work. Contingency balance will be monitored and updated after each CCO.
- Review any Notice of Potential Claims submitted by the Contractor for merit and conformance to the requirements in the Special Provisions. Follow the guidelines and procedures established by the County and the Caltrans Construction Manual in responding to, resolving, and fighting protests, potential claims, and claims.

Task 10 Requests for Information

- Consult with County and potentially the Design Engineer if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.

Task 11 Post Construction

- Confirm substantial conformity with PS&E.
- Compute the final quantities.
- Determine final quantity over/under runs.
- Prepare the final estimate of cost.
- Prepare the Final Invoice.
- Prepare Final Detail Estimate.
- Prepare Final Change Order Summary.
- Prepare Liquidated Damages/Contractors’ Claims Report.
- Provide Materials Certification Summary
- Prepare Report of Completion.
- Prepare as-built plans for use by the Design Engineer to develop “Final As-built” drawings.
- Assist County with Contract Claim and Dispute Resolution.

III.TENTATIVE SCHEDULE

The tentative selection time schedule is as follows:

Advertise RFQ January 25, 2024
 Proposals DueFebruary 22, 2024 (no later than 4PM)
 Award AgreementApril 2, 2024

IV.STATEMENT OF QUALIFICATIONS FORMAT/REQUIREMENTS

The proposal shall include, at a minimum, the following information presented in a clear and

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concise format. Information provided should demonstrate the Proposer's competence and qualifications for the satisfactory performance of the services outlined in the "Scope of Work" in this Request for Qualifications. The submittal includes a cover letter, proposal and additional forms as described in the RFQ. The County appreciates quality over quantity with respect to a proposal.

1. Document Format:

The proposal (excluding any attachments, transmittal, and resumes) shall not exceed 30 single sided 8 1/2" x 11" pages and be single spaced 11-point font with one-inch margins. Graphics may be smaller but must be legible or will not be considered.

2. Cover Letter:

Please include a cover letter describing your firm's interest and commitment to providing services. The cover letter shall not exceed two pages. Please include the firm's name, address, phone, fax, and email, if available. The person authorized by the firm to negotiate a contract with the county must sign the cover letter. Address the cover letter to:

**Jessica Pecha, Senior Civil Engineer
Attn: On-Call CM
Tehama County Department of Public Works
9380 San Benito Avenue, Gerber CA 96035**

3. Consultant's Understanding, Qualifications, and Experience:

EXECUTIVE SUMMARY:

Summary of Proposer's SOQ, including qualifications, experience and staffing which shall include the following:

1. Firm Name and Address
2. Brief Introduction and history of Firm
3. Point of Contact
4. General understanding of the scope of this solicitation

STAFFING AND WORK PLAN:

Proposer shall identify key staff and their qualifications and experience proposed for the service identified herein. Please include the following information as it relates to **99W and South Main Street Improvements Project**, (Federal Project: RTSTPL-5908(100), County Project: 0102-2708181):

1. Consultants understanding of the project
2. Knowledge of project environmental and permit conditions
3. Key challenges of the project
4. Disciplines necessary to deliver the project
5. Identification of the project team
6. Roles of each team member in performing work
7. Specific responsibilities of each team member in performing work
8. Adequacy of staff to perform the work within the project schedule
9. Approach to performance designed to work effectively with County staff

PROJECT EXPERIENCE:

Proposers shall describe three similar local agency bridge replacement projects for which it provided services similar to the scope of work described herein. The County will only consider proposals from Proposers that demonstrate they have successfully

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provided services in compliance with LAPM Chapter 16, Administer Construction Contracts. These projects must illustrate the quality, type, and past performance of the project team. Please include the following information, as applicable, for each reference:

1. Contracting agency
2. Date of project completion
3. Scope, Value, and Duration of Project
4. Key Personnel and responsibilities
5. Involvement in project closeout

REFERENCES:

List of a minimum of three (3) previous and current client references.

4. Resumes:

Provide resumes with qualifications and experience of the proposed team that will be available for providing the requested services. (Resumes are not counted against the proposal page limit.)

5. Organizational Chart:

Provide an organizational chart that shows anticipated staffing for the work. Identify all positions available for the work described and their responsibility. (Organizational chart is not counted against the proposal page limit.)

6. Acknowledgement and Disclosure of Lobbying Activities:

Provide acknowledgement regarding your acceptance of the County's standard Consulting Services Agreement (Attached) conditions including indemnifications and insurance provision and specifically affirm your ability to comply with all general conditions applying to projects using US DOT funds.

Proposals shall include a completed LAPM **Exhibit 10-Q**, "Disclosure of Lobbying Activities".

(Acknowledgement and **Exhibit 10-Q** are not counted against the Proposal page limit.)

7. Disadvantaged Business Enterprise (DBE) Program:

This project is funded in part by federal funds from the U.S. Department of Transportation. You are required to comply with the County's Disadvantaged Business Enterprise (DBE) Program in accordance with Title 49, Part 26 of the Code of Federal Regulations (CFR). Caltrans Local Assistance Procedure Manual (LAPM) **Exhibit 10-O2** "Consultant Contract DBE Information" is available from the Caltrans Local Assistance web site and provides further details on DBE Program compliance.

The proposals shall include a completed **Exhibit 10-O1** at the time of submittal.

The selected Consultant awarded the work must execute **Exhibit 10-O2** at the time of contract award.

Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information" is attached to this RFQ as required by use of federal funds.

The DBE Goal established for this contract is 18% **Exhibit 15-H** "DBE Information Good Faith Efforts" - Required only if DBE goal is not achieved. It is recommended that the proposer prepare and submit a Good Faith Effort irrespective of meeting the DBE

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goal. The DBE goal setting methodology used for this contract is available upon request.

8. LAPM forms to Include with Proposal:

- **Exhibit 10-O1**, “Consultant Proposal DBE Commitment
- **Exhibit 15-H**, “DBE Information Good Faith Efforts”
- **Exhibit 10-Q**, “Disclosure of Lobbying Activities”

Forms available from Caltrans Local Assistance Web Site
LAPM forms are not counted against the Proposal page limit

9. Submittal:

Three hard copies and one searchable PDF format electronic copy (saved on a USB flash drive) of the SOQ package, is due at the County Public Works office no later than the time and date specified on the cover of this RFQ. Late proposals will not be accepted.

10. Cost Proposal

A cost proposal shall be submitted in a separate, sealed envelope. The cost proposal shall follow the format of **the attached Sample Cost Proposal**, and include detailed cost breakdown of: wage direct labor costs, indirect costs, general administration costs, other direct costs, subcontractor costs, net fee or profit, and wage escalation.

V.METHOD AND CRITERIA FOR SELECTION

All proposals will be reviewed by a selection committee using a ratings matrix to select the Consultant. The selection process will be based on an evaluation of the proposals as they pertain to providing CM services for the construction of the **99W and South Main Street Improvements Project**, (Federal Project: RTSTPL-5908(100), County Project: 0102-2708181). The primary criteria for selection of the successful consultant are as follows:

EXECUTIVE SUMMARY:

10 points

- General Completeness
- Point of Contact Identified
- Firm’s background and experience is relevant
- Understanding of On-Call Request for Qualifications scope

STAFFING AND WORK PLAN:

80 points

- Detailed understanding of example project
- Knowledge of project environmental and permit conditions
- Knowledge of project challenges
- Project team is clearly identified
- Project team includes appropriate disciplines
- Project team roles and responsibilities are clearly identified
- Adequacy of team to perform the work per the project schedule
- Approach to performance designed to work effectively with County Staff

PROJECT EXPERIENCE:

40 points

- Local Agency road and bridge project experience demonstrated
- Work complied with Caltrans Local Assistance Procedures Manual
- Key personnel involved in projects

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- Successful project closeouts

REFERENCES:**30 points**

- References listed are relevant
- References listed represent similar project experience

Total Possible Points **160 points**

It is the County's intent to select the firm with the best qualifications and most favorable overall to the County's interests. This determination will be made by the County in its sole discretion.

Up to three top ranked firms may be selected by the evaluation panel for an interview if a unanimous decision cannot be reached by the evaluation panel. Scope, agreement, and fee will be negotiated with the firm ranked first as determined by the County. If an agreement cannot be reached, negotiations will be terminated, and the next highest ranked firm(s) may be asked to negotiate an agreement with the County.

VI. COUNTY'S RIGHTS, OPTIONS AND POLICIES

1. Successful firms will be required to participate in negotiations and to submit such pricing, technical or other revisions to their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from an economic and technical viewpoint.
2. The County reserves the right to decide that one proposal is more favorable than all others.
3. The County reserves the right to declare a proposal as non-responsive if it fails to clearly and/or completely respond to all questions and requirements of this RFQ. All late submissions will be considered non-responsive and remain unopened.
4. The County reserves the right to waive any irregularities and/or informalities in submitted proposals. Should the County elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.
5. The County reserves the right to modify, postpone, or cancel this RFQ at any time and/or reject any and all submissions without indicating any reason. No Statement of Qualification documents will be returned. Unopened cost proposals will be returned.
6. The County reserves the right to reject individual team members, firms, consultants and/or request substitution(s). The County reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter into negotiations with any of the firm(s) regarding their submittal.
7. The County reserves the right to terminate the consultant agreement if the proposed individual(s) is changed after selection and/or following the award of the consultant agreement.
8. If contract negotiations are unsuccessful with the preferred Consultant, County may, at its discretion, choose to negotiate with any other Consultant.
9. No compensation is offered for any of the work related to this selection process. The submissions are entirely voluntary. All original documents including electronic files become the property of the County.

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10. Those submitting a proposal warrant and covenant that no official or employee of Tehama County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in procuring the contract for this project.
11. Consultants shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in the performance of County contracts.

VII. BID PROTEST PROCEDURE:

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to 2 CFR 200.318(k) and County of Tehama policies and procedures. A protestor must exhaust all administrative remedies with the County of Tehama before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of Federal law or regulations and the standards of 2 CFR 200.318(k). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of Tehama; and
2. Violation of the County of Tehama's protest procedures for failure to review a complaint or protest.
3. Protests received by the Federal agency other than those specified above will be referred to the County of Tehama.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy:

Upon completion of the bid evaluation, the County of Tehama will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure:

If a bidder wishes to protest the award, the following procedure must be followed:

1. The Department of Public Works will review the proposals received in a timely fashion under the terms and conditions of the Request for Proposals, and notify the proposers in writing, at the email address designated in the Statement of Qualifications, of its recommendation including for award or rejection ("All Bidders Letter").
2. Within five (5) working days from the date of the "All Bidders Letter," the proposer protesting the recommendation for award must submit a letter of protest to and must be received by the County of Tehama, Department of Public Works, Jessica Pecha, Senior Engineer, 9380 San Benito Avenue, Gerber, CA 96035, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Department of Public Works finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of

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Public Works does not agree with the protest, or otherwise fails to resolve the protest, the Department of Public Works will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be scheduled for the Board of Supervisors' consideration and action. The Department of Public Works will also include in its report to the Board of Supervisors the details of the bid protest.

4. The bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the proposer, staff, and members of the public who wish to speak on the item. In the event that the bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and
5. The decision of the Board of Supervisors on the bid protest will be final.

VIII. A&E CONSULTANT AUDIT AND REVIEW PROCESS:

This section outlines the audit and review process for A&E contracts with a dollar value equal to or greater than \$1M that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Caltrans Internal Audits Office (CIAO) is now responsible for review and approval of Local Agency Indirect Cost Rate Proposal and Indirect Cost Allocation Plan submissions. Information for CIAO's submission process and forms can be found on their webpage: <https://dot.ca.gov/programs/audits>.

The consultant shall obtain from CIAO and submit to the County all required ICR supporting documentation from A&E prime consultants and sub-consultants as outlined in:

- Financial Document Review Request Form (Attachment 4 - Financial Document Review Request Form.) and associated attachments
- Certification of Indirect Costs and Financial Management System (Attachment 5 - Certification of Indirect Costs and Financial Management System Form.)

IX. CONTRACT AWARD:

The contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

The following documents will be required upon contract award:

1. Financial Document Review Request
2. Cost Proposal
3. Certification of Indirect Costs and Financial Management System
4. Exhibit 10-O1: Consultant Proposal DBE Commitment
5. Exhibit 10-O2: Consultant Contracts DBE Commitment

6. Exhibit 10-Q: Disclosure of Lobbying Activities

X.ATTACHMENTS:

1. SAMPLE AGREEMENT
2. Project Information
3. LAPM EXHIBIT 10-I Notice to Proposers DBE Information
4. Sample Cost Proposal for Specific Rate of Compensation
5. CAIO Financial Document Review Request
6. CAIO Certification of Indirect Costs and Financial Management System
7. EXHIBIT 10-O1 Consultant Proposal DBE Commitment
8. EXHIBIT 10-O2 Consultant Proposal DBE Commitment
9. EXHIBIT 15-H DBE Information Good Faith Efforts
10. EXHIBIT 10-Q Disclosure of Lobbying Activities
11. 99W and South Main Street Improvements Project Bid Book – Final
12. 99W and South Main Street Improvements Project Plans – Final
13. Bid and Proposal Indemnity and Insurance Requirements

ATTACHMENT III

INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or subconsultants. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (CONSULTANT/Professional services standard agreement only)

If CONSULTANT is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, CONSULTANT shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However,

if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT’s liability to County and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of CONSULTANT’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

CONSULTANT’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The

County reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subconsultants

CONSULTANT shall require and verify that all subconsultants maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to CONSULTANT, County may deduct from sums due to CONSULTANT any premium costs advanced by County for such insurance.

Policy Obligations

CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

CONSULTANT shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

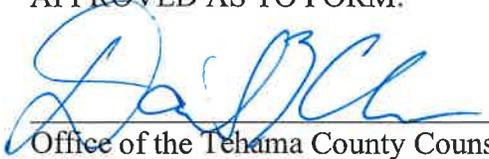
E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: Mark Thomas & Company, Inc.

Document Description: Agreement for Construction Management Services

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 5/1/24