

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ARDURRA GROUP, INC.
FOR
ON-CALL CONSTRUCTION MANAGEMENT & ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and ARDURRA GROUP, INC., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call Construction Management & Engineering Services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Lisa m. Penna, PE who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Ardurra Group, Inc..
ATTN:Lisa M. Penna, PE
3737 Birch Street, Suite 250
Newport Beach, CA 92660

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. GENERAL PRINCIPALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

30. NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of

1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

31. MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

32. DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

33. RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

36. NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

37. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.
This Agreement shall expire when terminated as provided herein.

CONSULTANT,
ARDURRA GROUP, INC.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California


By: 
LISA M. PENNA, VICE PRESIDENT
print name

Mayor

ITS: (circle one) Chairman/President Vice President

City Clerk

AND

By: 
Catherine Cahill, Chief Financial Officer
print name

INITIATED AND APPROVED:


Director of Public Works

ITS: (circle one) Secretary/ Chief Financial Officer / Asst.
Secretary - Treasurer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

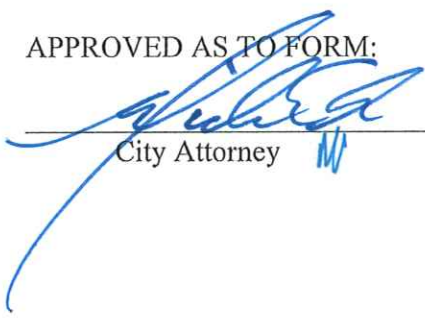

City Attorney

EXHIBIT "A"

Administrative

1. Perform a "third" party constructability review of the project plans and specifications prior to the preconstruction conference and identify potential problems that may need attention before construction starts. Provide reviews and comments from ADA compliance perspective.
2. Review project permit requirements.
3. Prepare and conduct Pre-Construction Meetings.
4. Provide coordination of project activities and prepare reports and documents, as necessary, for City review and action.
5. Maintain at the consultant's local office, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.
6. Provide weekly status reports to The City as required.
7. Review laboratory, shop and mill test reports of materials and equipment, and coordinate as required with Design Engineers.
8. Utilize the Public Works Project Tracking System (PTS), developed in Excel, to track and generate logs, contractor and consultant payment applications, change orders, weekly statement of working days and affidavits. PTS will be accessed, updated, and maintained in Drop-box and Agency will, from time to time, access PTS to add or retrieve data and budgets.
9. Monitor Contractor and subcontractor compliance with State and Federal labor law and paperwork requirements including certified payroll, conducting spot interviews with employees on the project, preparing daily reports listing employee, labor classifications, hours worked and equipment on project, maintaining evidence of apprentices employed on the project, spot checking payrolls to ensure that applicable Davis-Bacon or State prevailing wage rates are paid and ensuring that contractor has posted all required posters, notices and wage determination at the job site.
10. Administer the construction contract in conformance with the requirements set forth in the project Plans and Specifications including applicable requirements from Caltrans Standard Plans and Specifications, Local Assistance Procedures, Standard Specifications for Public Works Construction, and the City of Huntington Beach.
11. Receive, log, and respond to Contractor Request for Information (RFI).
12. Conduct weekly construction progress meetings with Contractor, Subcontractors, City Staff, Design Engineer, Sub-consultants, affected outside Agencies, general public, business owners, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting minutes.
13. Coordinate and monitor all inspection activities.
14. Maintain an open-door policy and meet with general public as needed regarding the construction and make recommendations to address their concerns.
15. Receive and process all shop drawings, project data, samples, and other submittals to the Design Engineer for review. Establish and implement procedures for expediting the processing and approval of submittal.

16. Coordinate submittal review with Design Engineer on an as needed basis.
17. Coordinate with the City Engineer and other City Departments.
18. Document all claims and maintain for account records. Provide all necessary documentation and support to the City in settling claims.
19. Administer implementation of project's Traffic Control Plans and perform weekly review for conformance to approved plan.
20. Coordinate and schedule construction surveying.
21. Coordinate testing requirements and scheduling of material testing.
22. Review and analyze the Contractor's cost loaded / resource loaded baseline project schedule for critical path, activity logic sequences, realistic durations, constraints, schedule of values and schedule of delivery for products with long lead time which includes submittal process. Work with Contractor (weekly) to maintain the project schedule updates to show current conditions and suggest revisions as required that will be congruent with monthly progress pay requests.
23. Recommend necessary or desirable changes in the Construction Contractor's scope of services to City. Review and evaluate Contractor's request for changes. Negotiate with Contractor and submit recommendations to City supported by field data related to any additional work. If change orders are accepted by City, prepare change orders for signature and authorization by the City. Maintain a log of change requests.
24. Create and maintain "As-Built" project schedule.
25. Review pay requests and provide recommendation for contractor payments.
26. Coordinate the transition of project to City Maintenance.
27. Coordinate any training sessions required for City staff.
28. Conduct regular coordination meetings with property owners and business owners.
29. Construction Closeout.

Consultant shall provide the following project closeout services:

- Administer and coordinate final inspections.
 - Coordinate the correction and completion of the work.
 - Assist City in determining when the Project or a designated portion thereof is substantially complete.
 - Calculate the amount of final payment due prime Contractor.
 - Obtain evidence of certification of all lien releases.
 - Assist City with Filing the Project "Notice of Completion".
 - Secure and transmit to City, required guarantees.
 - Issue the notice of substantial completion and process the notice of completion.
 - Coordinate any startup requirements.
 - Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications.
 - Collect all as-built data from contractors or consultants.
 - Make recommendation for the release of retention.
30. Provide construction management documents and records to The City.

Inspection:

1. Review contract documents, plans, and permits.
2. Attend the pre-construction meeting.
3. Monitor and enforce construction noticing requirements, including but not limited to

PM10 and SWPPP requirements.

4. Maintain field diary (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
5. Monitor the contractor's fugitive dust control plan and ensure the contractor using approved haul routes and they are kept clean.
6. Ensure compliance with the construction contract by continuously monitoring, evaluating, approving, or rejecting the Contractor's work in accordance with the approved construction contract documents.
7. Determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard City against defects and deficiencies in the work. As appropriate, require special inspection or testing, or make recommendations to City regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed.
8. Provide and maintain a digital photographic history of the progress of the project.

Photos will also be taken of the following:

- Showing existing conditions prior to construction.
 - Disputed work items.
 - Work that has to be duplicated, replaced, or removed.
 - Completed work.
 - Extra Work.
9. Record the progress of the project. Maintain a daily log containing a record of weather, Contractor and subcontractor's work on site, Contractor and subcontractor's equipment with hours on site, number and names of workers with hours on site, work accomplished, problems encountered, and other relevant data. Provide copies of daily logs to City as requested. Include information on Contractor and the entire project, showing percentages of completion. Daily Reports should be detailed enough to develop Time and Material payments for the contractor's work in case of future disputes.
 10. During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
 11. Maintain copies of all permits needed to construct the project and enforce special requirements of each.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Ardurra Group, Inc.

Project No. _____ Contract No. _____ Date 03/11/2022

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|------|-------|--------------------|---------|
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs _____ \$ 0.00
b) Anticipated Salary Increases (see page 2 for calculation) _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] _____ \$ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) _____
e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00
f) Overhead (Rate: 146.50%) _____
g) Overhead [(c) x (f)] _____ \$ 0.00
h) General and Administrative (Rate: 0.00%) _____
i) Gen & Admin [(c) x (h)] _____ \$ 0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] _____ \$ 0.00

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% _____ \$ 0.00

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|---|----------|------|-----------|-----------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Procure Lic. Fees (per \$100k const. contract value/year) | 1 | ea | \$ 200.00 | \$ 200.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |
| l) TOTAL OTHER DIRECT COSTS | | | | \$ 0.00 |

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

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
m) TOTAL SUBCONSULTANTS' COSTS _____ \$ 0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] _____ \$ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] _____ \$ 0.00

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|----------------------------------|---|-----------------------|--------------------------------|
| \$250,000.00 | 500 | = | \$50.00 | Year 1 Avg Hourly Rate |

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

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

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

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

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

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---------------------------------------|---|---------------------------------------|---|------------------|------------------------|
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | | = | \$257,871.10 | |
| Direct Labor Subtotal before Escalation | | | | = | \$250,000.00 | |
| Estimated total of Direct Labor Salary Increase | | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

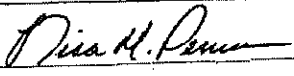
Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lisa Penna Title *: Vice President, Regional Director
Signature:  Date of Certification (mm/dd/yyyy): 03/11/2022
Email: lpenna@ardurra.com Phone Number: (949) 922-2800
Address: 3737 Birch Street, Newport Beach, CA 92660

*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:

Various on-call construction management and inspection services

Exhibit 10-H2 Cost Proposal

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Consultant: Ardurra Group Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No: _____

Contract No: _____

Participation Amount: _____

TBD

Date: 3/14/2022

For Combined Rate

Fringe Benefits % + General & Administration % = 146.50% Combined ICR%

OR

For Home Office Rate

Fringe Benefits % + General & Administration % = Home Office ICR%

For Field Office Rate

Fringe Benefits % + General & Administration % = Field Office ICR%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|-------------------------------|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Principal-in-Charge* | \$ 325.38 | \$ 325.38 | \$ 325.38 | 1/1/2022 | 12/31/2022 | \$ 120.00 | 3.5% | Not Applicable |
| | \$ 336.77 | \$ 336.77 | \$ 336.77 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 348.56 | \$ 348.56 | \$ 348.56 | 1/1/2024 | 12/30/2024 | | | |
| | \$ 360.75 | \$ 360.75 | \$ 360.75 | 12/31/2024 | 12/31/2025 | | | |
| | \$ 373.38 | \$ 373.38 | \$ 373.38 | 1/1/2026 | 12/31/2026 | | | |
| QA/QC %Technical Review | \$ 298.27 | \$ 298.27 | \$ 298.27 | 1/1/2022 | 12/31/2022 | \$ 110.00 | 3.5% | Not Applicable |
| | \$ 308.70 | \$ 308.70 | \$ 308.70 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 319.51 | \$ 319.51 | \$ 319.51 | 1/1/2024 | 12/30/2024 | | | |
| | \$ 330.69 | \$ 330.69 | \$ 330.69 | 12/31/2024 | 12/31/2025 | | | |
| | \$ 342.27 | \$ 342.27 | \$ 342.27 | 1/1/2026 | 12/31/2026 | | | |
| Project Manager | \$ 284.71 | \$ 284.71 | \$ 284.71 | 1/1/2022 | 12/31/2022 | \$ 105.00 | 3.5% | Not Applicable |
| | \$ 294.67 | \$ 294.67 | \$ 294.67 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 304.99 | \$ 304.99 | \$ 304.99 | 1/1/2024 | 12/30/2024 | | | |
| | \$ 315.66 | \$ 315.66 | \$ 315.66 | 12/31/2024 | 12/31/2025 | | | |
| | \$ 326.71 | \$ 326.71 | \$ 326.71 | 1/1/2026 | 12/31/2026 | | | |
| Construction Manager | \$ 238.61 | \$ 238.61 | \$ 238.61 | 1/1/2022 | 12/31/2022 | \$ 88.00 | 3.5% | Not Applicable |
| | \$ 246.96 | \$ 246.96 | \$ 246.96 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 255.61 | \$ 255.61 | \$ 255.61 | 1/1/2024 | 12/30/2024 | | | |
| | \$ 264.55 | \$ 264.55 | \$ 264.55 | 12/31/2024 | 12/31/2025 | | | |
| | \$ 273.81 | \$ 273.81 | \$ 273.81 | 1/1/2026 | 12/31/2026 | | | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|--|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Project Controls / Documents Control / Labor Compliance | \$ 135.58 | \$ 135.58 | \$ 135.58 | 1/1/2022 | 12/31/2022 | \$ 50.00 | 3.5% | Not Applicable |
| | \$ 140.32 | \$ 140.32 | \$ 140.32 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 145.23 | \$ 145.23 | \$ 145.23 | 1/1/2024 | 12/30/2024 | | | |
| | \$ 150.31 | \$ 150.31 | \$ 150.31 | 12/31/2024 | 12/31/2025 | | | |
| | \$ 155.58 | \$ 155.58 | \$ 155.58 | 1/1/2026 | 12/31/2026 | | | |
| Project Scheduler | \$ 176.25 | \$ 176.25 | \$ 176.25 | 1/1/2022 | 12/31/2022 | \$ 65.00 | 3.5% | Not Applicable |
| | \$ 182.42 | \$ 182.42 | \$ 182.42 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 188.80 | \$ 188.80 | \$ 188.80 | 1/1/2024 | 12/30/2024 | | | |
| | \$ 195.41 | \$ 195.41 | \$ 195.41 | 12/31/2024 | 12/31/2025 | | | |
| | \$ 202.25 | \$ 202.25 | \$ 202.25 | 1/1/2026 | 12/31/2026 | | | |
| Inspection | | | | | | | | See attached form 10-H4 |

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant Ardurra Group, Inc. ☒ Prime Consultant ☐ 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 | | TBD | \$ 0.59 | \$ 0.00 |
| Equipment Rental and Supplies | | TBD | | \$ 0.00 |
| Procure Lic. Fees (per \$100k const. contract value/year) | 1.00 | EA | \$ 200.00 | \$ 200.00 |
| Plan Sheets | | TBD | | \$ 0.00 |
| Test | | TBD | | \$ 0.00 |
| Vehicle | | TBD | | \$ 0.00 |
| Subconsultant 1: TBD | | | | |
| Subconsultant 2: TBD | | | | |
| Subconsultant 3: TBD | | | | |
| Subconsultant 4: TBD | | | | |
| Subconsultant 5: TBD | | | | |

Note: Add additional pages if necessary.

NOTES:

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

-
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 10. Add additional pages if necessary.
 11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

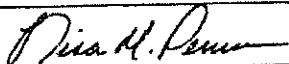
Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Lisa Penna Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 03/11/2022
Email: lpenna@ardurra.com Phone Number: (949) 922-2800
Address: 3737 Birch Street, Newport Beach, CA 92660

* 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:

Various on-call construction management and inspection services

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant Ardurra Group, Inc.

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many items as necessary.

| DIRECT LABOR | Hours | Billing Hourly Rate (\$) | Total (\$) |
|--------------------------------|-------|--------------------------|------------|
| Professional (Classification)* | _____ | _____ | _____ |
| Sub-professional/Technical** | _____ | _____ | _____ |
| EQUIPMENT 1 (with Operator) | _____ | _____ | _____ |
| EQUIPMENT 2 (with Operator) | _____ | _____ | _____ |

Consultant's Other Direct Costs (ODC) – Itemize:

| Description of Item | Quantity | Unit | Unit Cost | Total |
|--|----------|------|-----------|-----------|
| Mileage Costs | | TBD | | \$ 0.00 |
| Equipment Rental and Supplies | | TBD | | \$ 0.00 |
| Procure Lic. Fees (per \$100k const. contract va | 1.00 | EA | \$ 200.00 | \$ 200.00 |
| Plan Sheets | | TBD | | \$ 0.00 |
| Test | | TBD | | \$ 0.00 |
| Subconsultant 1: TBD | | | | |
| Subconsultant 2: TBD | | | | |
| Subconsultant 3: TBD | | | | |
| Subconsultant 4: TBD | | | | |
| Subconsultant 5: TBD | | | | |

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

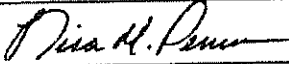
Certification of Direct Costs:

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:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. Title 23 United States Code Section 112 - Letting of Contracts
16. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
17. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
18. 48 Code of Federal Regulation 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: Lisa Penna Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 03/11/2022
Email: lpenna@ardurra.com Phone Number: (949) 922-2800
Address: 3737 Birch Street, Newport Beach, CA 92660

* 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:

Various on-call construction management and inspection services

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

| CONTRACT TYPE | SPECIFIC RATES OF COMPENSATION | LIST ONE OF THE ABOVE LISTED CONTRACT TYPES |
|-----------------------|--------------------------------|---|
| 1. <u>Hourly</u> | \$10.00 | 1. <u>Hourly</u> |
| 2. <u>Per diem</u> | \$100.00 | 2. <u>Per diem</u> |
| 3. <u>Retainer</u> | \$100.00 | 3. <u>Retainer</u> |
| 4. <u>Project fee</u> | \$100.00 | 4. <u>Project fee</u> |
| 5. <u>Other</u> | \$100.00 | 5. <u>Other</u> |

Before Consultant Participation Amount \$ TBC

PROJECT NO. _____ CONTRACT NO. _____ DATE 05/2022

Before Consultant Participation Amount \$ TBC

Also, Market Commission, traded Billing Rates

Non Exempt Employee Loaded Billing Rates

(A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Example: $1.5X \text{ or } 7.0X \text{ Overhead} = (\text{Actual Hourly Rate} - 1) \div \text{Field O.R.} \times 1 = (\text{Exp.} - 5X \text{ or } 1.0X \text{ (Actual Hourly Rate)} - \text{Rate Base} \times (\text{Equivalent Number of Units Produced} \times \text{Unit Price} - \text{Laborable Man-Hours}) \div \text{Total Units Produced} \times \text{Unit Price}) \div \text{Field O.R.} \times 1$

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

The SW differential rate Delta H_{SW} and Delta E_{SW} shown in the formulas above for Loaded Boiler Rates are applicable only when performing services covered under DIR determinations.

The PW differential plots Data and Data Fridge shown in the diagram above for London Bridge station are applicable only when performing services covered under contract number

| | | | | |
|-------------------------|-----------------|------------|--|------------|
| Home Office Personnel: | Forge Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 0.00% | 0.00% | 148.50% | 148.50% |
| OVERTIME | 0.00% | 0.00% | 148.50% | 148.50% |
| Field Office Personnel: | Forge Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 0.00% | 0.00% | 148.50% | 148.50% |
| OVERTIME | 0.00% | 0.00% | 148.50% | 148.50% |
| | | | Per = | 10.00% |
| | | | Applicable Multiple Rate Basis (Multi) | 2.00% |
| | | | Applicable Multiple Rate Basis (Multi) | |

17. PW and/or other data used and data being stored in the database above for various billing rates are applicable only when performing services outlined below. Notwithstanding to whom the services are rendered, the following shall apply:

[illegible]

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation or prevailing wage rates will be reflected in the loaded rates.
2. "NC" denotes No Charge for work items that do not have pay day and for weekends and holidays for this contract year.
3. The billing rates shown in this cost proposal for field staff entitled for PMV rates are calculated with estimated fringe benefits of the staff. The actual PMV fringe benefits to be used in the invoices will be calculated by using the actual PMV fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in the rates table reflect Contract Manager's pre-proposal fee required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under different classifications, will be calculated and reimbursed based on their actual hourly rates on each invoice. Hourly rates for new employees listed after the date of this cost proposal will not exceed (or be above) the rates of similar personnel listed on this cost proposal having similar experience.
5. Travel Time Charge:
For Managers: On workdays up to a maximum of 8 hours will be charged for work time, travel time in any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Exempt staff: During regular work day, actual travel time may exceed 8 hours in any one day or some days travel will be billed as follow:
Billing rate In travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) * (1 + Fee) = (Delta Base + Delta Fringe)
6. Non-Exempt Employees: During regular work day, actual travel time will be billed as follow:
Billing rate In travel time = Actual Hourly Rate in any one day or some days travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow):

Notes:

- 1 The hourly rates above include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services.
- 2 Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/ holiday rate.
- 3 Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination # SC-23-63-2-2021-1D Issued 8/22/2021.
- 4 A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.
- 5 The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
 - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
 - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
- 6 For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.
- 7 **Procure Web-Based Contract Administration:** Billed at \$200 per \$100,000 in annual construction contract value.
- 8 **Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.585/mile). Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.
- 9 **Fees for Subconsultant Services:** Billed at actual cost.
- 10 **Exclusions to Scope and Fee:** The following items are specifically excluded:
 - Legal advice
 - Surveying
 - Hazardous materials testing or monitoring
 - Construction labor, materials and/or equipment
 - Additional services not specifically called for in the proposal
 - Expert witness services
 - Standby services

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%**1. TERMS AS USED IN THIS DOCUMENT**

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

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

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

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

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

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

Consultant's Full Legal Name: Ardurra Group, Inc.

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

Indirect Cost Rate:

Combined Rate 146.50 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

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

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

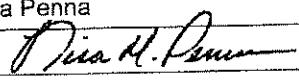
- Total participation amount \$ 3,200,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 13.
- Years of consultant's experience with 48 CFR Part 31 is 5.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Lisa Penna

Title**: Vice President, Regional Director

Signature: 

Date of Certification (mm/dd/yyyy): 03/11/2022

Email**: lpenna@ardurra.com

Phone Number**: (949) 922-2800

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

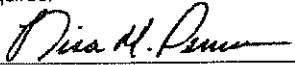
Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.** Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: TBD
3. Project Description: On-Call Engineering Services
4. Project Location: Varies
5. Consultant's Name: Ardurra Group, Inc. 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|---|-----------------------------|--|----------------|
| Geotechnical and materials testing | 8920 | ALLIED GEOTECHNICAL ENGINEERS, INC, 9500 CUYAMACA ST., STE 102, SANTEE, CA 92071 | |
| TBD | TBD | TBD Based on task order request | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | |
| 17. Local Agency Contract Number: _____ | | 11. TOTAL CLAIMED DBE PARTICIPATION | % |
| 18. Federal-Aid Project Number: _____ | | | |
| 19. Proposed Contract Execution Date: _____ | | | |
| 20. Consultant's Ranking after Evaluation: _____ | | | |
| 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. | |
| _____ | |  | 03/14/2022 |
| _____ | | 12. Preparer's Signature | 13. Date |
| | | Lisa Penna | (949) 922-2800 |
| | | 14. Preparer's Name | 15. Phone |
| | | Vice President, Regional Director | |
| | | 16. Preparer's Title | |

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

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

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

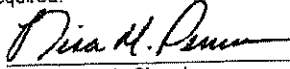
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: TBD
 3. Project Description: On-Call Engineering Services
 4. Project Location: Various
 5. Consultant's Name: Ardurra Group, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|------------------------------|---|--|
| Geotechnical and Materials Testing | 8920 | ALLIED GEOTECHNICAL ENGINEERS, INC, 9500 CUYAMACA | |
| TBD | TBD | TBD Based on task order request | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | 14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ |
| 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____ | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>3/14/22</u> Lisa Penna (949) 922-2800 17. Preparer's Name _____ 18. Phone _____ VP, Regional Director 19. Preparer's Title _____ | |

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| | | |
|--|--|---|
| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
| <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change |
| | | For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: | |
| <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known | | |
| Congressional District, if known _____ | Congressional District, if known _____ | |
| 6. Federal Department/Agency: N/A | 7. Federal Program Name/Description: N/A | |
| 8. Federal Action Number, if known: N/A | CFDA Number, if applicable N/A _____ | |
| 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A | 9. Award Amount, if known: | |
| (attach Continuation Sheet(s) if necessary) | 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) N/A | |
| 12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 14. Type of Payment (check all that apply) | |
| 13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____ | <input type="checkbox"/> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____ | |
| 15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: N/A align="center">(attach Continuation Sheet(s) if necessary) | | |
| 16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| 17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| Signature: <u>Lisa H. Penna</u> | | |
| Print Name: <u>Lisa Penna</u> | | |
| Title: <u>Vice President, Regional Director</u> | | |
| Telephone No.: <u>(949) 922-2800</u> Date: <u>3/11/22</u> | | |

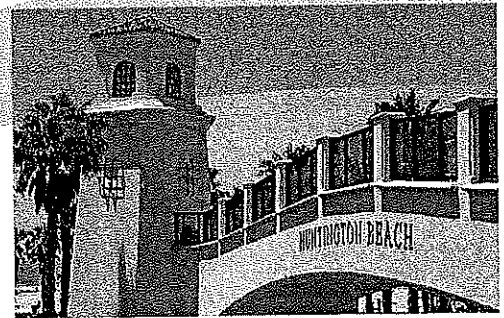
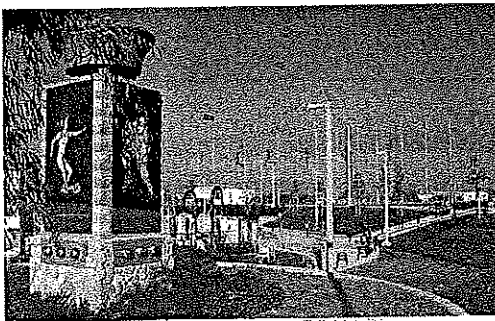
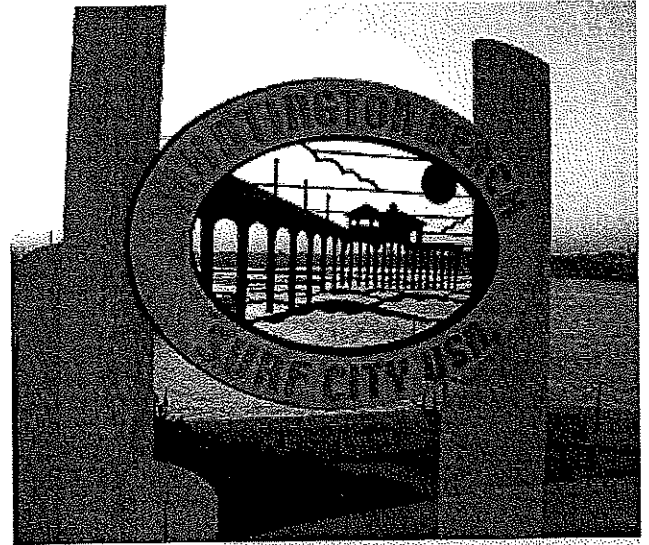
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Standard Form - LLL

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04



CITY OF HUNTINGTON BEACH

March 15, 2022

**Cost Proposal/Rate Sheet for On-Call Engineering Services
D. CIVIL ENGINEERING**





March 15, 2022

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

RE: Statement of Qualifications for On-Call Engineering Services – Category D. Civil Engineering

Dear Huntington Beach Public Works,

Enclosed is Ardurra Group, Inc.'s Cost Proposal/Rate Sheet to provide on-call civil engineering services to the City of Huntington Beach.

Please contact me at lpenna@ardurra.com or (949) 428-1500, ext. 7102 or our Project Manager Mark Lewis, PE, TE, at mlewis@ardurra.com or (949) 677-0391 should you have questions or require additional information. We look forward to being invited to further discuss our team's qualifications and to work with the City on the successful delivery of these on-call projects.

Respectfully submitted,

Lisa M. Penna, PE, F.ASCE, QSD
Vice President, Regional Client Manager
3737 Birch Street, Suite 250
Newport Beach, CA 92660
Cell: 949.922.2800
lpenna@ardurra.com

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant Ardurra Group, Inc.Project No. _____ Contract No. _____ Date 03/11/2022**DIRECT LABOR**

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|------|-------|--------------------|---------|
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs _____

\$ 0.00

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

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____ \$ 0.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%) _____

e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00

f) Overhead (Rate: 0.00%) _____

g) Overhead [(c) x (f)] _____ \$ 0.00

h) General and Administrative (Rate: 0.00%) _____

i) Gen & Admin [(c) x (h)] _____ \$ 0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** _____ \$ 0.00**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** _____ \$ 0.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |

l) **TOTAL OTHER DIRECT COSTS** _____ \$ 0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

| | |
|------------------|-------|
| Subconsultant 1: | _____ |
| Subconsultant 2: | _____ |
| Subconsultant 3: | _____ |
| Subconsultant 4: | _____ |

m) **TOTAL SUBCONSULTANTS' COSTS** _____ \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____ \$ 0.00**TOTAL COST [(c) + (j) + (k) + (n)]** _____ \$ 0.00**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|----------------------------------|---|-----------------------|--------------------------------|
| \$250,000.00 | 500 | = | \$50.00 | Year 1 Avg Hourly Rate |

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

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

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

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

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

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---------------------------------------|---|---------------------------------------|---|------------------|------------------------|
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | | = | \$257,871.10 | |
| Direct Labor Subtotal before Escalation | | | | = | \$250,000.00 | |
| Estimated total of Direct Labor Salary Increase | | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

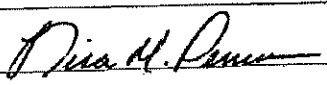
Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lisa Penna Title *: Vice President, Regional Director
Signature:  Date of Certification (mm/dd/yyyy): 03/11/2022
Email: lpenna@ardurra.com Phone Number: (949) 922-2800
Address: 3737 Birch Street, Newport Beach, CA 92660

*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:

Various on-call civil engineering services which may include general civil design, land survey, ocean engineering, water resources engineering, and transportation engineering.

Exhibit 10-H2 Cost Proposal

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Consultant: Ardurra Group Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No: _____

Contract No: _____

Participation Amount: _____

Date: 3/14/2022

| | | | | |
|--|---|---------|-------------------|--|
| For Combined Rate | | | | |
| Fringe Benefits % + General & Administration % | = | 146.50% | Combined ICR% | |
| OR | | | | |
| For Home Office Rate | | | | |
| Fringe Benefits % + General & Administration % | = | | Home Office ICR% | |
| For Field Office Rate | | | | |
| Fringe Benefits % + General & Administration % | = | | Field Office ICR% | |
| Fee = 10% | | | | |

| BILLING INFORMATION | | | | CALCULATION INFORMATION | | | | |
|---|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Lisa Penna - Principal-in-Charge* | \$ 338.94 | \$ 338.94 | \$ 338.94 | 1/1/2021 | 12/31/2021 | \$ 125.00 | | Not Applicable |
| | \$ 350.80 | \$ 350.80 | \$ 350.80 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 363.08 | \$ 363.08 | \$ 363.08 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 375.79 | \$ 375.79 | \$ 375.79 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 388.94 | \$ 388.94 | \$ 388.94 | 1/1/2025 | 12/31/2025 | | 3.5% | |
| Mark Lewis - Contract / Project Manager * | \$ 233.49 | \$ 233.49 | \$ 233.49 | 1/1/2021 | 12/31/2021 | \$ 86.11 | | Not Applicable |
| | \$ 241.66 | \$ 241.66 | \$ 241.66 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 250.12 | \$ 250.12 | \$ 250.12 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 258.87 | \$ 258.87 | \$ 258.87 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 267.93 | \$ 267.93 | \$ 267.93 | 1/1/2025 | 12/31/2025 | | 3.5% | |
| Jose Hernandez - Discipline Lead* | \$ 245.53 | \$ 245.53 | \$ 245.53 | 1/1/2021 | 12/31/2021 | \$ 90.55 | | Not Applicable |
| | \$ 254.12 | \$ 254.12 | \$ 254.12 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 263.01 | \$ 263.01 | \$ 263.01 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 272.22 | \$ 272.22 | \$ 272.22 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 281.75 | \$ 281.75 | \$ 281.75 | 1/1/2025 | 12/31/2025 | | 3.5% | |
| Joe Buckner - Discipline Lead* | \$ 205.88 | \$ 205.88 | \$ 205.88 | 1/1/2021 | 12/31/2021 | \$ 75.93 | | Not Applicable |
| | \$ 213.09 | \$ 213.09 | \$ 213.09 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 220.55 | \$ 220.55 | \$ 220.55 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 228.27 | \$ 228.27 | \$ 228.27 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 236.26 | \$ 236.26 | \$ 236.26 | 1/1/2025 | 12/31/2025 | | 3.5% | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|--------------------------------------|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Anissa Voyiatzes - Discipline Lead* | \$ 271.15 | \$ 271.15 | \$ 271.15 | 1/1/2021 | 12/31/2021 | \$ 100.00 | 3.5% | Not Applicable |
| | \$ 280.64 | \$ 280.64 | \$ 280.64 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 290.46 | \$ 290.46 | \$ 290.46 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 300.63 | \$ 300.63 | \$ 300.63 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 311.15 | \$ 311.15 | \$ 311.15 | 1/1/2025 | 12/31/2025 | | | |
| Dolores Salgado - Senior Engineer* | \$ 215.56 | \$ 215.56 | \$ 215.56 | 1/1/2021 | 12/31/2021 | \$ 79.50 | 3.5% | Not Applicable |
| | \$ 223.11 | \$ 223.11 | \$ 223.11 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 230.92 | \$ 230.92 | \$ 230.92 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 239.00 | \$ 239.00 | \$ 239.00 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 247.36 | \$ 247.36 | \$ 247.36 | 1/1/2025 | 12/31/2025 | | | |
| Lisette Bice - Task Leader* | \$ 209.38 | \$ 209.38 | \$ 209.38 | 1/1/2021 | 12/31/2021 | \$ 77.22 | 3.5% | Not Applicable |
| | \$ 216.71 | \$ 216.71 | \$ 216.71 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 224.30 | \$ 224.30 | \$ 224.30 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 232.15 | \$ 232.15 | \$ 232.15 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 240.27 | \$ 240.27 | \$ 240.27 | 1/1/2025 | 12/31/2025 | | | |
| Eli Farah - Senior Engineer* | \$ 132.92 | \$ 132.92 | \$ 132.92 | 1/1/2021 | 12/31/2021 | \$ 49.02 | 3.5% | Not Applicable |
| | \$ 137.57 | \$ 137.57 | \$ 137.57 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 142.38 | \$ 142.38 | \$ 142.38 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 147.37 | \$ 147.37 | \$ 147.37 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 152.53 | \$ 152.53 | \$ 152.53 | 1/1/2025 | 12/31/2025 | | | |
| Jacob Harvey - Senior Engineer* | \$ 156.43 | \$ 156.43 | \$ 156.43 | 1/1/2021 | 12/31/2021 | \$ 57.69 | 3.5% | Not Applicable |
| | \$ 161.90 | \$ 161.90 | \$ 161.90 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 167.57 | \$ 167.57 | \$ 167.57 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 173.43 | \$ 173.43 | \$ 173.43 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 179.50 | \$ 179.50 | \$ 179.50 | 1/1/2025 | 12/31/2025 | | | |
| Nicholas Prichard - Senior Engineer* | \$ 130.34 | \$ 130.34 | \$ 130.34 | 1/1/2021 | 12/31/2021 | \$ 48.07 | 3.5% | Not Applicable |
| | \$ 134.90 | \$ 134.90 | \$ 134.90 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 139.63 | \$ 139.63 | \$ 139.63 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 144.51 | \$ 144.51 | \$ 144.51 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 149.57 | \$ 149.57 | \$ 149.57 | 1/1/2025 | 12/31/2025 | | | |
| Miguel Hurtado - Project Engineer* | \$ 134.27 | \$ 134.27 | \$ 134.27 | 1/1/2021 | 12/31/2021 | \$ 49.52 | 3.5% | Not Applicable |
| | \$ 138.97 | \$ 138.97 | \$ 138.97 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 143.84 | \$ 143.84 | \$ 143.84 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 148.87 | \$ 148.87 | \$ 148.87 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 154.08 | \$ 154.08 | \$ 154.08 | 1/1/2025 | 12/31/2025 | | | |
| Kevin Cole - Task Leader* | \$ 215.08 | \$ 322.61 | \$ 430.15 | 1/1/2021 | 12/31/2021 | \$ 79.32 | 3.5% | Not Applicable |
| | \$ 222.60 | \$ 333.91 | \$ 445.21 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 230.39 | \$ 345.59 | \$ 460.79 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 238.46 | \$ 357.69 | \$ 476.92 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 246.80 | \$ 370.21 | \$ 493.61 | 1/1/2025 | 12/31/2025 | | | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|-------------------------------------|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Kaitlyn Leong, Task Leader* | \$ 148.40 | \$ 222.60 | \$ 296.80 | 1/1/2021 | 12/31/2021 | \$ 54.73 | 3.5% | Not Applicable |
| | \$ 153.59 | \$ 230.39 | \$ 307.19 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 158.97 | \$ 238.46 | \$ 317.94 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 164.53 | \$ 246.80 | \$ 329.07 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 170.29 | \$ 255.44 | \$ 340.59 | 1/1/2025 | 12/31/2025 | | | |
| Meghavardhan Govindu - Task Leader* | \$ 204.75 | \$ 307.12 | \$ 409.49 | 1/1/2021 | 12/31/2021 | \$ 75.51 | 3.5% | Not Applicable |
| | \$ 211.91 | \$ 317.87 | \$ 423.82 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 219.33 | \$ 328.99 | \$ 438.66 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 227.00 | \$ 340.51 | \$ 454.01 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 234.95 | \$ 352.43 | \$ 469.90 | 1/1/2025 | 12/31/2025 | | | |
| Raghu Venturi - Task Leader* | \$ 221.85 | \$ 332.78 | \$ 443.71 | 1/1/2021 | 12/31/2021 | \$ 81.82 | 3.5% | Not Applicable |
| | \$ 229.62 | \$ 344.43 | \$ 459.24 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 237.66 | \$ 356.48 | \$ 475.31 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 245.97 | \$ 368.96 | \$ 491.95 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 254.58 | \$ 381.88 | \$ 509.17 | 1/1/2025 | 12/31/2025 | | | |
| Catie Reid - Project Engineer* | \$ 112.80 | \$ 169.20 | \$ 225.60 | 1/1/2021 | 12/31/2021 | \$ 41.60 | 3.5% | Not Applicable |
| | \$ 116.75 | \$ 175.12 | \$ 233.49 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 120.83 | \$ 181.25 | \$ 241.66 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 125.06 | \$ 187.59 | \$ 250.12 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 129.44 | \$ 194.16 | \$ 258.88 | 1/1/2025 | 12/31/2025 | | | |
| Xin Sun - Project Engineer* | \$ 112.80 | \$ 169.20 | \$ 225.60 | 1/1/2021 | 12/31/2021 | \$ 41.60 | 3.5% | Not Applicable |
| | \$ 116.75 | \$ 175.12 | \$ 233.49 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 120.83 | \$ 181.25 | \$ 241.66 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 125.06 | \$ 187.59 | \$ 250.12 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 129.44 | \$ 194.16 | \$ 258.88 | 1/1/2025 | 12/31/2025 | | | |
| QA/QC Manager | \$ 210.00 | \$ 210.00 | \$ 210.00 | 1/1/2021 | 12/31/2021 | \$ 77.45 | 3.5% | Not Applicable |
| | \$ 217.35 | \$ 217.35 | \$ 217.35 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 224.96 | \$ 224.96 | \$ 224.96 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 232.83 | \$ 232.83 | \$ 232.83 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 240.98 | \$ 240.98 | \$ 240.98 | 1/1/2025 | 12/31/2025 | | | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|-------------------------------|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Project Manager IV | \$ 215.00 | \$ 215.00 | \$ 215.00 | 1/1/2021 | 12/31/2021 | \$ 79.29 | 3.5% | Not Applicable |
| | \$ 222.53 | \$ 222.53 | \$ 222.53 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 230.31 | \$ 230.31 | \$ 230.31 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 238.37 | \$ 238.37 | \$ 238.37 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 246.72 | \$ 246.72 | \$ 246.72 | 1/1/2025 | 12/31/2025 | | | |
| Project Manager III | \$ 205.00 | \$ 205.00 | \$ 205.00 | 1/1/2021 | 12/31/2021 | \$ 75.60 | 3.5% | Not Applicable |
| | \$ 212.18 | \$ 212.18 | \$ 212.18 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 219.60 | \$ 219.60 | \$ 219.60 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 227.29 | \$ 227.29 | \$ 227.29 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 235.24 | \$ 235.24 | \$ 235.24 | 1/1/2025 | 12/31/2025 | | | |
| Project Manager II | \$ 195.00 | \$ 195.00 | \$ 195.00 | 1/1/2021 | 12/31/2021 | \$ 71.92 | 3.5% | Not Applicable |
| | \$ 201.83 | \$ 201.83 | \$ 201.83 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 208.89 | \$ 208.89 | \$ 208.89 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 216.20 | \$ 216.20 | \$ 216.20 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 223.77 | \$ 223.77 | \$ 223.77 | 1/1/2025 | 12/31/2025 | | | |
| Project Manager I | \$ 185.00 | \$ 185.00 | \$ 185.00 | 1/1/2021 | 12/31/2021 | \$ 68.23 | 3.5% | Not Applicable |
| | \$ 191.48 | \$ 191.48 | \$ 191.48 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 198.18 | \$ 198.18 | \$ 198.18 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 205.11 | \$ 205.11 | \$ 205.11 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 212.29 | \$ 212.29 | \$ 212.29 | 1/1/2025 | 12/31/2025 | | | |
| Project Engineer IV | \$ 185.00 | \$ 185.00 | \$ 185.00 | 1/1/2021 | 12/31/2021 | \$ 68.23 | 3.5% | Not Applicable |
| | \$ 191.48 | \$ 191.48 | \$ 191.48 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 198.18 | \$ 198.18 | \$ 198.18 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 205.11 | \$ 205.11 | \$ 205.11 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 212.29 | \$ 212.29 | \$ 212.29 | 1/1/2025 | 12/31/2025 | | | |
| Project Engineer III | \$ 170.00 | \$ 170.00 | \$ 170.00 | 1/1/2021 | 12/31/2021 | \$ 62.70 | 3.5% | Not Applicable |
| | \$ 175.95 | \$ 175.95 | \$ 175.95 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 182.11 | \$ 182.11 | \$ 182.11 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 188.48 | \$ 188.48 | \$ 188.48 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 195.08 | \$ 195.08 | \$ 195.08 | 1/1/2025 | 12/31/2025 | | | |
| Project Engineer II | \$ 155.00 | \$ 155.00 | \$ 155.00 | 1/1/2021 | 12/31/2021 | \$ 57.16 | 3.5% | Not Applicable |
| | \$ 160.43 | \$ 160.43 | \$ 160.43 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 166.04 | \$ 166.04 | \$ 166.04 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 171.85 | \$ 171.85 | \$ 171.85 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 177.87 | \$ 177.87 | \$ 177.87 | 1/1/2025 | 12/31/2025 | | | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|-------------------------------|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| Project Engineer I | \$ 140.00 | \$ 140.00 | \$ 140.00 | 1/1/2021 | 12/31/2021 | \$ 51.63 | 3.5% | Not Applicable |
| | \$ 144.90 | \$ 144.90 | \$ 144.90 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 149.97 | \$ 149.97 | \$ 149.97 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 155.22 | \$ 155.22 | \$ 155.22 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 160.65 | \$ 160.65 | \$ 160.65 | 1/1/2025 | 12/31/2025 | | | |
| Project Designer III | \$ 130.00 | \$ 195.00 | \$ 260.00 | 1/1/2021 | 12/31/2021 | \$ 47.94 | 3.5% | Not Applicable |
| | \$ 134.55 | \$ 201.83 | \$ 269.10 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 139.26 | \$ 208.89 | \$ 278.52 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 144.13 | \$ 216.20 | \$ 288.27 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 149.18 | \$ 223.77 | \$ 298.36 | 1/1/2025 | 12/31/2025 | | | |
| Project Designer II | \$ 120.00 | \$ 180.00 | \$ 240.00 | 1/1/2021 | 12/31/2021 | \$ 44.26 | 3.5% | Not Applicable |
| | \$ 124.20 | \$ 186.30 | \$ 248.40 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 128.55 | \$ 192.82 | \$ 257.09 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 133.05 | \$ 199.57 | \$ 266.09 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 137.70 | \$ 206.55 | \$ 275.41 | 1/1/2025 | 12/31/2025 | | | |
| Project Designer I | \$ 110.00 | \$ 165.00 | \$ 220.00 | 1/1/2021 | 12/31/2021 | \$ 40.57 | 3.5% | Not Applicable |
| | \$ 113.85 | \$ 170.78 | \$ 227.70 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 117.83 | \$ 176.75 | \$ 235.67 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 121.96 | \$ 182.94 | \$ 243.92 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 126.23 | \$ 189.34 | \$ 252.46 | 1/1/2025 | 12/31/2025 | | | |
| CADD Drafter III | \$ 145.00 | \$ 217.50 | \$ 290.00 | 1/1/2021 | 12/31/2021 | \$ 53.48 | 3.5% | Not Applicable |
| | \$ 150.08 | \$ 225.11 | \$ 300.15 | 1/1/2022 | 12/31/2022 | | | |
| | \$ 155.33 | \$ 232.99 | \$ 310.66 | 1/1/2023 | 12/31/2023 | | | |
| | \$ 160.76 | \$ 241.15 | \$ 321.53 | 1/1/2024 | 12/31/2024 | | | |
| | \$ 166.39 | \$ 249.59 | \$ 332.78 | 1/1/2025 | 12/31/2025 | | | |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification | Hourly Billing Rates | | | Effective Date of Hourly Rate | | Actual or Avg Hourly Rate | % or \$ Increase | Hourly Range for Classifications Only |
|-------------------------------|----------------------|-----------|-----------|-------------------------------|------------|------------------------------|---------------------|--|
| | Straight | OT (1.5x) | OT(2x) | From | To | | | |
| CADD Drafter II | \$ 125.00 | \$ 187.50 | \$ 250.00 | 1/1/2021 | 12/31/2021 | \$ 46.10 | | Not Applicable |
| | \$ 129.38 | \$ 194.06 | \$ 258.75 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 133.90 | \$ 200.85 | \$ 267.81 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 138.59 | \$ 207.88 | \$ 277.18 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 143.44 | \$ 215.16 | \$ 286.88 | 1/1/2025 | 12/31/2025 | | 3.5% | |
| CADD Drafter I | \$ 110.00 | \$ 165.00 | \$ 220.00 | 1/1/2021 | 12/31/2021 | \$ 40.57 | | Not Applicable |
| | \$ 113.85 | \$ 170.78 | \$ 227.70 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 117.83 | \$ 176.75 | \$ 235.67 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 121.96 | \$ 182.94 | \$ 243.92 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 126.23 | \$ 189.34 | \$ 252.46 | 1/1/2025 | 12/31/2025 | | 3.5% | |
| Public Works Technician I | \$ 105.00 | \$ 157.50 | \$ 210.00 | 1/1/2021 | 12/31/2021 | \$ 38.72 | | Not Applicable |
| | \$ 108.68 | \$ 163.01 | \$ 217.35 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 112.48 | \$ 168.72 | \$ 224.96 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 116.42 | \$ 174.62 | \$ 232.83 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 120.49 | \$ 180.73 | \$ 240.98 | 1/1/2025 | 12/31/2025 | | 3.5% | |
| Administrative Assistant | \$ 105.00 | \$ 157.50 | \$ 210.00 | 1/1/2021 | 12/31/2021 | \$ 38.72 | | Not Applicable |
| | \$ 108.68 | \$ 163.01 | \$ 217.35 | 1/1/2022 | 12/31/2022 | | 3.5% | |
| | \$ 112.48 | \$ 168.72 | \$ 224.96 | 1/1/2023 | 12/31/2023 | | 3.5% | |
| | \$ 116.42 | \$ 174.62 | \$ 232.83 | 1/1/2024 | 12/31/2024 | | 3.5% | |
| | \$ 120.49 | \$ 180.73 | \$ 240.98 | 1/1/2025 | 12/31/2025 | | 3.5% | |

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant Ardurra Group, Inc. ☒ Prime Consultant ☐ 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 | | TBD | \$ 0.59 | \$ 0.00 |
| Equipment Rental and Supplies | | TBD | | \$ 0.00 |
| Permit Fees | | TBD | | \$ 0.00 |
| Plan Sheets | | TBD | | \$ 0.00 |
| Test | | TBD | | \$ 0.00 |
| Vehicle | | TBD | | \$ 0.00 |
| Subconsultant 1: TBD | | | | |
| Subconsultant 2: TBD | | | | |
| Subconsultant 3: TBD | | | | |
| Subconsultant 4: TBD | | | | |
| Subconsultant 5: TBD | | | | |

Note: Add additional pages if necessary.

NOTES:

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

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

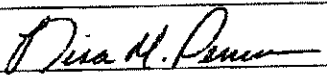
Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Lisa Penna Title*: Vice President, Regional Director
Signature:  Date of Certification (mm/dd/yyyy): 03/11/2022
Email: lpenna@ardurra.com Phone Number: (949) 922-2800
Address: 3737 Birch Street, Newport Beach, CA 92660

* 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:

Various on-call civil engineering services which may include general civil design, land survey, ocean engineering, water resources engineering, and transportation engineering.

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Ardurra Group, Inc.

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.

| DIRECT LABOR | Hours | Billing Hourly Rate (\$) | Total (\$) |
|--------------------------------|-------|--------------------------|------------|
| Professional (Classification)* | _____ | _____ | _____ |
| Sub-professional/Technical** | _____ | _____ | _____ |
| EQUIPMENT 1 (with Operator) | _____ | _____ | _____ |
| EQUIPMENT 2 (with Operator) | _____ | _____ | _____ |

Consultant's Other Direct Costs (ODC) – Itemize:

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | | TBD | | \$ 0.00 |
| Equipment Rental and Supplies | | TBD | | \$ 0.00 |
| Permit Fees | | TBD | | \$ 0.00 |
| Plan Sheets | | TBD | | \$ 0.00 |
| Test | | TBD | | \$ 0.00 |
| Subconsultant 1: TBD | | | | |
| Subconsultant 2: TBD | | | | |
| Subconsultant 3: TBD | | | | |
| Subconsultant 4: TBD | | | | |
| Subconsultant 5: TBD | | | | |

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

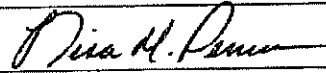
Certification of Direct Costs:

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:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. Title 23 United States Code Section 112 - Letting of Contracts
16. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
17. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
18. 48 Code of Federal Regulation 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: Lisa Penna Title*: Vice President, Regional Director
Signature:  Date of Certification (mm/dd/yyyy): 03/11/2022
Email: lpenna@ardurra.com Phone Number: (949) 922-2800
Address: 3737 Birch Street, Newport Beach, CA 92660

* 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:

Various on-call civil engineering services which may include general civil design, land survey, ocean engineering, water resources engineering, and transportation engineering.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%**1. TERMS AS USED IN THIS DOCUMENT**

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

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

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

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

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

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

Consultant's Full Legal Name: Ardurra Group, Inc.

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

Indirect Cost Rate:

Combined Rate 146.50 % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

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

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

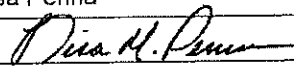
All A&E Contract Information:

- Total participation amount \$ 3,200,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ¹³ .
- Years of consultant's experience with 48 CFR Part 31 is ⁵ .
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

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

Name**: Lisa Penna

Title**: Vice President, Regional Director

Signature: 

Date of Certification (mm/dd/yyyy): 03/11/2022

Email**: lpenna@ardurra.com

Phone Number**: (949) 922-2800

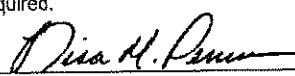
**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

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

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

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: TBD
 3. Project Description: On-Call Engineering Services
 4. Project Location: Varies
 5. Consultant's Name: Ardurra Group, Inc. 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|---|-----------------------------|---|-----------|
| Surveying and mapping | 38284 | CL Surveying and Mapping, 1269 WEST POMONA ROAD, SUITE 108, CORONA, CA 92882 | |
| Landscape Architecture | 6324 | Nuvis, 20250 SW Acacia St. Suite 260, Newport Beach, CA 92660 | |
| Structural Engineering | 31853 | Arcon Structural, 22391 GILBERTO, SUITE E, RANCHO SANTA MARGARITA, CA 92688 | |
| Environmental Permitting | 44050 | Ruth Villalobos and Associates, 3602 INLAND EMPIRE BLVD, SUITE C310, ONTARIO CA | |
| Traffic & Lighting | 30139 | Advantec Consulting Engineers, 1200 ROOSEVELT, IRVINE CA 92620 | |
| Hydraulics & Hydrology | 43459 | Bennett Engineering Services, Inc., 1082 SUNRISE AVE., STE 100, ROSEVILLE CA | |
| Local Agency to Complete this Section | | | |
| 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____ | | 11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Lisa Penna 14. Preparer's Name VP, Regional Director 16. Preparer's Title </div> <div> 03/11/2022 13. Date (949) 922-2800 15. Phone </div> </div> | |

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

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

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

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: TBD
 3. Project Description: On-Call Engineering Services
 4. Project Location: Various
 5. Consultant's Name: Ardurra Group, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|------------------------------|--|--|
| Surveying and mapping | 38284 | CL Surveying and Mapping, 1269 WEST POMONA ROAD, SUITE 108, | |
| Landscape Architecture | 6324 | Nuvis, 20250 SW Acacia St. Suite 260, Newport Beach, CA 92660 | |
| Structural Engineering | 31853 | Arcon Structural, 22391 GILBERTO, SUITE E, RANCHO SANTA | |
| Environmental Permitting | 44050 | Ruth Villalobos and Associates, 3602 INLAND EMPIRE BLVD, SUITE C310, | |
| Traffic & Lighting | 30139 | Advantec Consulting Engineers, 1200 ROOSEVELT, IRVINE CA 92620 | |
| Hydraulics & Hydrology | 43459 | Bennett Engineering Services, Inc., 1082 SUNRISE AVE., STE 100, | |
| Local Agency to Complete this Section | | | |
| 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | 14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ |
| 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____ | | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ Lisa Penna 17. Preparer's Name _____ VP, Regional Director 19. Preparer's Title _____ 3/11/22 16. Date _____ (949) 922-2800 18. Phone _____ |

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.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract N/A <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award N/A <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial N/A <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
|---|---|---|

| | |
|--|---|
| 4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known 6. Federal Department/Agency: N/A 8. Federal Action Number, if known: N/A 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A (attach Continuation Sheet(s) if necessary) | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known 7. Federal Program Name/Description: N/A CFDA Number, if applicable N/A 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) N/A (attach Continuation Sheet(s) if necessary) |
|--|---|

| | |
|--|---|
| 12. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned 13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash N/A <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____ 15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: N/A (attach Continuation Sheet(s) if necessary) | 14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer N/A <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____ 16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|--|---|

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

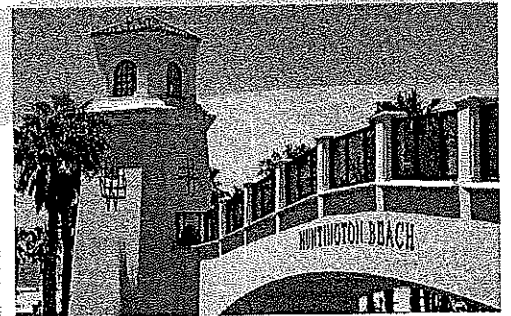
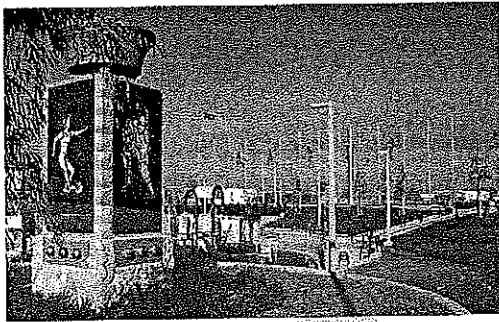
| | |
|---|--|
| Signature: <u><i>Lisa M. Penna</i></u> Print Name: <u>Lisa Penna</u> Title: <u>Vice President, Regional Director</u> Telephone No.: <u>(949) 922-2800</u> Date: <u>3/11/22</u> | Authorized for Local Reproduction Standard Form - LLL |
|---|--|

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04



ARDURRA
COLLABORATE. INNOVATE. CREATE.

BAKERSFIELD | EL SEGUNDO | NEWPORT BEACH | OCEANSIDE | POWAY | SACRAMENTO | SAN JOSE | TEMECULA