

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Albat

Consultant

7801 Folsom Blvd Suite 325

Sacramento

CA

95826

MAILING ADDRESS

CITY

STATE

ZIP

a _____ California Corporation _____ (business structure)

4251227

STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "CONSULTANT".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this agreement for Construction Management and Inspection Services for the Yosemite Ave (Walnut Ave to Main Street) Bike & Pedestrian Improvement Project CIP No. 20006 ("Project")

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in Exhibit "A". This Agreement and its exhibits shall be known as the "Agreement Documents". Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the Agreement shall govern over the conflicting provisions contained in the exhibits to the Agreement. To eliminate doubt, in the case

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of conflict between Consultant's proposal or Consultant's attachments and the City's Agreement and attachments, the City's Agreement and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on June 30, 2028, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

C. The Agreement Deliverables are as follows:

<u>Deliverables</u>	<u>Date</u>
Substantial Completion of Project	Week of September 28, 2026
Final Completion of Project	Week of October 26, 2026

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed \$287,204.91 without City's prior written approval.

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B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension , subject to Section 4.

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates,

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summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and

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subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension

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of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

2. Automobile Liability: If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

6. Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

8. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca.

9. Waiver of Subrogation: Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

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10. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

11. SPECIAL RISKS OR CIRCUMSTANCES: The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this AGREEMENT are made to the Consultant.

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

City:

Wing Chang
Assistant Engineer
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Tatevik Janvelyn
President
Albat
7801 Folsom Blvd Suite 325
Sacramento, CA 95826
(323) 459-7510
tatevik@albat.co

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this AGREEMENT.

G. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

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K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

Albat / California Corporation

(Type name of Consultant/form of organization)*

ATTEST:

By: 

(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Tatevik Janvelyan,
President

COUNTERSIGNED:

By: _____
(Signature)

Matt Boring

(Type name and title)

Agreement for Services

Director of Finance

COUNTERSIGNED:

Address:

Stephanie Van Steyn,
Director of Human Resources

Telephone:

APPROVED AS TO FORM:

Andy Pinasco, Interim City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

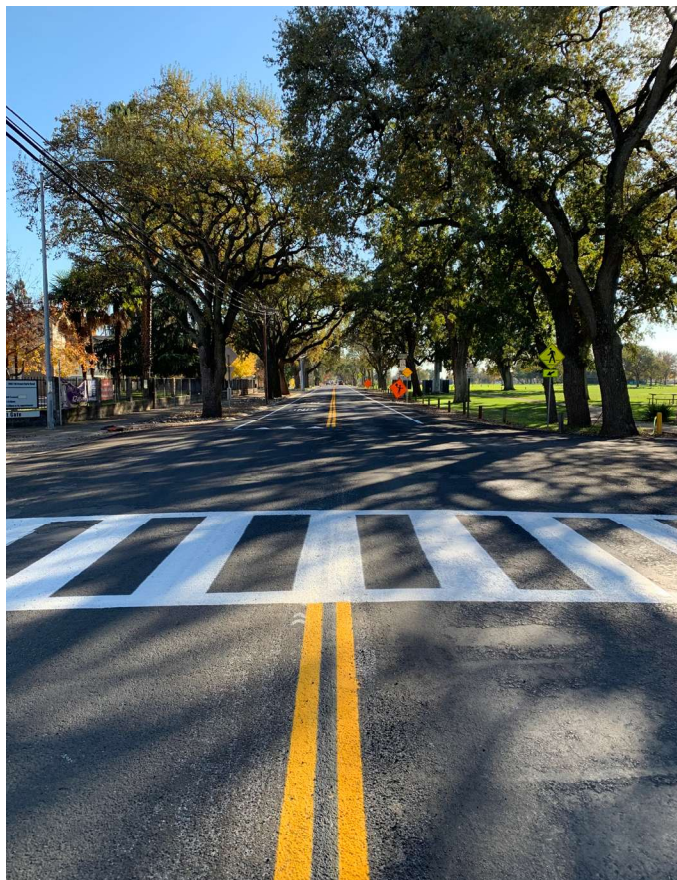
Consultant Proposal/Scope of Work



Project Description

The City of Manteca is requesting Construction Management, Inspection and Material Testing services for the construction of the Yosemite Avenue Bike and Pedestrian Improvement Project. The project is funded by a combination of local, utilized for non-participating scopes of work, and Federal Local Highway Safety Improvement Program funds that are managed by the Caltrans Division of Local Assistance and will be administered utilizing the approved Local Assistance Program Guidelines. The proposed bicycle and pedestrian improvements include installation of rectangular rapid flashing beacons, Class II bike lanes, pavement markings and striping, signage and ADA-compliant curb ramps extensions. Associated work includes modification of signal loops, installation of water main and tie-ins, drainage improvements, asphalt paving and slurry seal placement along Yosemite Avenue from Walnut Avenue to Main Street.

Construction will occur within an active roadway located near Yosemite Community Day School, Manteca Historical Museum, various commercial centers and surrounding neighborhoods, requiring careful coordination of traffic control, pedestrian access, and construction staging within a constrained roadside work area. The contractor will be required to maintain access for residents, businesses and emergency services throughout construction while coordinating with local utility providers as necessary. Prior coordination between the Contractor and the City will be required to install traffic control including, but not limited to, placement of "No Parking" Signs on barricades, distributing mailers and door hangers, road closures and setting traffic signals to red flash.



Scope of Services

Albat understands the services to be provided, including responsibilities as Resident Engineer and Construction Inspector while representing the City during construction. Services will include construction management, inspection of contractor operations, coordination of materials sampling and testing, documentation of construction activities, recording ADA Compliance Inspection reports for each curb ramp (Caltrans CEM or City preferred forms), review of contractor submittals, preparation of change orders, and preparation of progress payment documentation. All work will be performed in accordance with the Caltrans Construction Manual, City and applicable Caltrans Standard Specifications and Standard Plans, and all referenced project specifications and procedures.

Our approach is built on the principle that the Construction Manager/Inspector must know the plans and specifications better than the contractor and always act as the City's advocate. We will deliver the full scope through a lean, highly responsive team led by Project Manager Justin Palmaymesa. Albat's Work Plan is specifically tailored to the City's Scope of Services, recognizing the project's small but high-visibility nature, the 75-working-day construction window, and the need for 100% field coverage while protecting the City's interests at every step. This approach is based on a comprehensive understanding of project workflow from preconstruction through post-construction and is reflected in the tasks below, along with the project schedule that follows.

Task 1: Project Management

Justin Palmaymesa will be the project manager providing overall coordination, monthly progress reporting, subcontract administration, and monthly status meetings with the City (in-person or via Microsoft Teams).

Task 2: Preconstruction Services

Immediately upon Construction Management's Notice to Proceed, Resident Engineer Chris McDermott (supported by Project Manager Palmaymesa) will lead a constructability review of the 100% PS&E, prepare a list of potential conflicts/estimates for the City Project Manager and Design Engineer, and coordinate the pre-construction conference. He will also review and monitor the contractor's submittals including project schedule, Traffic Control Plan, safety program (OSHA Compliance), Water Pollution Control Plan and all other pre-mobilization submittals. The engineer will ensure Contractor provides prior notifications to the City, local law enforcement (Manteca Police Department), emergency services and residents adjacent to work areas of pending road closures. He will request copies of the Contractor's City Encroachment Permit and City Fire Hydrant Water Meter Permit and Monument Preservation Plan before work begins. Electrical Inspector Justin Meehan (Mozamo) will specifically review signal-loop and PHB/RRFB elements. Materials Testing subconsultant Crawford & Associates will confirm laboratory certifications and prepare the testing plan. Prior to the start of construction, Albat will conduct a preconstruction walk to take photos and videos of pre-existing conditions.

Task 3 – Construction Management Services During Construction

Chris McDermott will act as the on-site Resident Engineer with 100% field coverage whenever the contractor is working. He will be supported daily by Inspector, Rocky Rodgers for general civil/pedestrian elements and Justin Meehan for all electrical and signal work. The team will:

- ▶ Hold weekly progress meetings (Teams or in-person) with the Contractor and monthly budget/status meetings with the City
- ▶ Manage all RFIs, submittals, change orders, and daily logs with photos/videos
- ▶ Enforce the contractor's SWPPP/WPCP through regular inspections and reporting
- ▶ Perform quantity measurements, progress payment reviews, and record-drawing oversight
- ▶ Monitor traffic control, lane closures, and business/residential notifications in real time
- ▶ Observe and report any potential safety concerns in a timely manner.
- ▶ Conduct Employee Interviews and document labor hours.

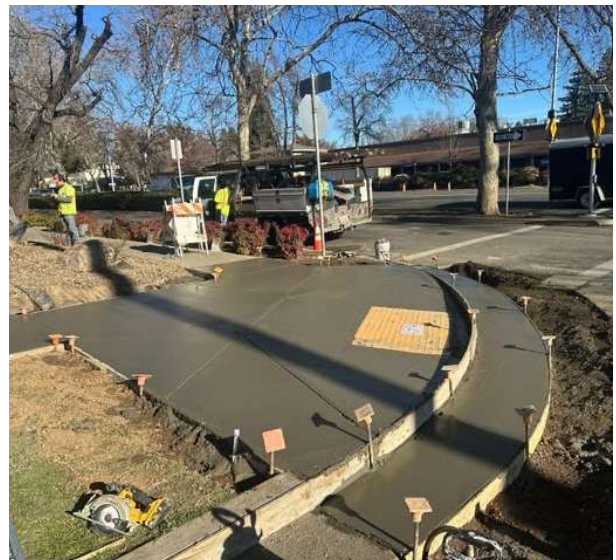
All RFI/submittal responses and change orders will be reviewed internally by the team before forwarding to the City for final approval, ensuring the City's position is always protected. Our team understands that contractors can inflate costs when asking for change orders. We are experienced in negotiating change orders and do not take the contractor's requests for extra payment at face value. We will perform independent analysis utilizing current market rates for labor, materials and equipment to ensure change order costs are equitable.

Task 4 – Quality Assurance and Materials Testing Services

Crawford & Associates (certified MTA) will provide all required acceptance testing, independent assurance, and special inspections in full compliance with Caltrans standards, Project Specifications, and the City's QA/QC requirements. Chris McDermott will coordinate testing schedules to avoid delays, and all results will be reported to the City the same day the test results are available.

Task 5 – Post Construction Services

Albat will perform project closeout following issuance of substantial completion. Punch list will be developed and items checked for completion. We will facilitate dispute resolutions and process contract change orders and final payment. All construction documents will be compiled, and digital records will be provided to the City in the approved file structure.



Quality, Budget, and Schedule Control Methods

Quality control will be maintained through daily field observations, weekly internal team reviews, and monthly audits against the Project-Specific Quality Management Plan. Budget and schedule control will be achieved via real-time quantity tracking in the field, weekly earned-value analysis, and immediate flagging of any variances to the City. We use CT Tracker/CMIS project management software for paperless daily reports, RFI/submittal logs, and progress payments, giving the City instant visibility and eliminating administrative delays. If the City has an alternate CM software that it prefers that we use, we are flexible and will adapt accordingly.

Sample Daily Log

A sample Caltrans-compliant Daily Construction Report (including weather, contractor activities, personnel, equipment, tests performed, photos, and non-conformance notes) will be included in the appendix and used throughout the project.

Challenges: Special Issues and Mitigation

<p>Traffic Control and Public Coordination</p>	<p>Work will occur along an active corridor adjacent to a school, museum, and nearby businesses and residences, requiring careful coordination of lane closures, pedestrian routing, and detours to maintain safe access.</p> <p>Mitigation: Albat will coordinate with the contractor to implement an efficient Traffic Control Plan, including off-peak work where appropriate. Inspection staff will monitor traffic control, pedestrian access, and coordinate with stakeholders to address issues in real time.</p>
<p>Maintaining Access During Construction</p>	<p>Construction of curb extensions and Rectangular Rapid Flashing Beacon's (RRFB's) will occur within constrained areas, requiring continuous vehicle and pedestrian access along a busy arterial.</p> <p>Mitigation: Phasing will be established during preconstruction to maintain access at all times. Field staff will verify access is maintained and coordinate adjustments as needed.</p>
<p>Utility Coordination and Water Main Tie-In</p>	<p>The water main tie-in requires precise coordination to minimize service interruptions.</p> <p>Mitigation: Albat will coordinate with the contractor and utility providers during preconstruction and construction to plan and execute the tie-in within limited shutdown windows while minimizing impacts.</p>
<p>Federal Compliance</p>	<p>The project requires strict adherence to Buy America and prevailing wage requirements.</p> <p>Mitigation: Albat will review material certifications prior to use and perform routine labor compliance checks to maintain complete and audit-ready documentation.</p>

Proposed Enhancements

To exceed the Scope of Services without deviating from its objectives, we propose:

- ▶ Fully paperless operations using iPads and CT Tracker/CMIS software for real-time photo/video documentation and instant City access to daily logs
- ▶ Drone flights (as needed and permitted) for overhead documentation of curb extensions and bike-lane striping
- ▶ Daily end-of-day summary emails with key photos and progress metrics to keep City staff informed

The Albat team is fully prepared to deliver superior construction management and inspection services that will keep this important safety project on schedule, within budget, and completed to the highest standards. We look forward to demonstrating our commitment to the City of Manteca and the traveling public on Yosemite Avenue.



EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS


By: 
[Title] Tatevik Janvelyan,
President

EXHIBIT C
Fee Schedule

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: Albat

Project No. Yosemite Bike and Pedestrian Improvement Project Contract No. HSIPL-5242-036 Date 4/20/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Justin Palmaymesa, PE	Project Manager	100	\$ 95.00	\$ 9,500.00
Rocky Rodgers	Construction Inspector	720	\$ 89.00	\$ 64,080.00
Cortney VanHook, PE	Office Engineer (Optional)	0	\$ 85.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 73,580.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 73,580.00

INDIRECT COSTS

d) Fringe Benefits (Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: 125.28%)	g) Overhead [(c) x (f)]	\$ 92,181.02
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 92,181.02

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12%	\$ 19,891.32
--	---------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	Mozamo Engineering	\$ 73,803.33
Subconsultant 2:	Crawford and Associates (Material Testing), As needed testing	\$ 27,749.23
Subconsultant 3:		
Subconsultant 4:		

m) TOTAL SUBCONSULTANTS' COSTS \$ 101,552.56

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 101,552.56

TOTAL COST [(c) + (j) + (k) + (n)] \$ 287,204.91

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Albat**

Project No. **Yosemite Bike and Pedestrian Improvement Project** Contract No. **HSIPL-5242-036**

Date **4/20/2026**

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
\$ 73,580.00	820	=	\$ 89.73	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	\$ 89.73	+	5%	=	\$ 94.22		Year 2 Avg Hourly Rate
Year 2	\$ 94.22	+	5%	=	\$ 98.93		Year 3 Avg Hourly Rate
Year 3	\$ 98.93	+	5%	=	\$ 103.88		Year 4 Avg Hourly Rate
Year 4	\$ 103.88	+	5%	=	\$ 109.07		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	100.00%	*	820.0	=	820.0	Estimated Hours Year 1
Year 2	0.00%	*	820.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	820.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	820.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	820.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	820.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 89.73	*	820	=	\$ 73,580.00	Estimated Hours Year 1
Year 2	\$ 94.22	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 98.93	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 103.88	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 73,580.00	
	Direct Labor Subtotal before Escalation			=	\$ 73,580.00	
	Estimated total of Direct Labor Salary Increase			=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Tatevik Janvelyan Title *: President

Signature:  Date of Certification: 4/20/2026

Email: tatevik@albat.co Phone number: 323-459-7510

Address: 7801 Folsom Blvd. Suite 325, Sacramento, CA 95826

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

List services the consultant is providing under the proposed contract:

Construction Management and Inspection
--

SAMPLE COST PROPOSAL 1
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: **Mozamo Engineering, Inc.**

Project No. HSIPL 5242 (036) Contract No. _____ Date 3/27/2026

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Resident Engineer	Chris McDermott, PE	\$95 - \$130 / hr	300	\$ 95.00	\$ 28,500.00
Electrical Inspector	Justin Meehan	\$75 - \$95 / hr	40	\$ 82.00	\$ 3,280.00
Office Engineer	TBD	\$45 - \$65 / hr	0	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 31,780.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 31,780.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>52.34%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 16,633.65
f) Overhead & G&A (Rate: <u>58.78%</u>)	g) Overhead [(c) x (f)]	\$ 18,680.28
h) General & Admin (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 35,313.94

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 6,709.39
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
I) TOTAL OTHER DIRECT COSTS				\$ -

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

Subconsultant 1: _____
 Subconsultant 2: _____

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

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)]	\$ -
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 73,803.33
---	---------------------

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Mozamo Engineering, Inc.**

Project No. HSIPL 5242 (036) Contract No. 0 Date 3/27/2026

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	2 Year Contract Duration
\$ 31,780.00	340	=	\$ 93.47	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	\$ 93.47	+	5%	=	\$ 98.14	Year 2 Avg Hourly Rate
Year 2	\$ 98.14	+	5%	=	\$ 103.05	Year 3 Avg Hourly Rate
Year 3	\$ 103.05	+	5%	=	\$ 108.20	Year 4 Avg Hourly Rate
Year 4	\$ 108.20	+	5%	=	\$ 113.61	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	100.00%	*	340.0	=	340.0	Estimated Hours Year 1
Year 2	0.00%	*	340.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	340.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	340.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	340.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	340.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 93.47	*	340	=	\$ 31,780.00	Estimated Hours Year 1
Year 2	\$ 98.14	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 103.05	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 108.20	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 31,780.00	
	Direct Labor Subtotal before Escalation			=	\$ 31,780.00	
	Estimated total of Direct Labor Salary Increase			=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Erin Mock Title *: President/CEO

Signature:  Date of Certification: 3/27/2026

Email: emock@mozamoengineering.com Phone number: (916) 431-0866

Address: 100 Howe Ave, Suite 130, Sacramento, CA 95825

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

List services the consultant is providing under the proposed contract:

Construction management and inspection services

ATTACHMENT 3

Project Name: **City of Manteca Yosemite Ave Bike Path and Pedestrian Improvement**
 County/City: **Manteca, CA**
 Services: **Construction Management & Engineering Testing Services**

Date: **3/27/2026**



Crawford & Associates, Inc. - Tasks and Descriptions

	Project Manager *	Senior Project Manager *	Construction Services Director *	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Construction Services Supervisor	Construction Services Project Admin	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Soil Engineer / Geologist	DOT Inspector/CMA Inspector	Trailer	Project Coordinator	Administrative Assistant	Special Inspector	Technician	Special Inspector 1**	Special Inspector 1** Night Group 1 - Second Shift	Special Inspector 1** Night Group 2	Special Inspector 1** Night Group 2 - Second Shift	Senior Technician ** Group 2 and 3	Senior Technician ** Night Group 2 and 3 - Second Shift	Subcontractor Technician ** Group 3	Subcontractor Technician ** Night Group 3 - Second Shift	Senior Technician ** Group 4	Senior Technician ** Group 4 - Second Shift	HOUSERS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK																												
Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD																										
Initial Hourly Rate	\$ 75.93	\$ 73.43	\$ 69.97	\$ 79.07	\$ 61.60	\$ 61.38	\$ 57.50	\$ 50.50	\$ 46.50	\$ 44.00	\$ 47.60	\$ 44.92	\$ 41.33	\$ 33.79	\$ 52.50	\$ 35.00	\$ 41.50	\$ 31.00	\$ 38.00	\$ 32.50	\$ 58.00	\$ 66.70	\$ 53.75	\$ 61.81	\$ 38.75	\$ 44.56	\$ 51.25	\$ 58.94	\$ 47.00	\$ 54.05																																
Fringe Benefits	72.58%	\$ 55.11	\$ 53.30	\$ 50.78	\$ 56.66	\$ 44.71	\$ 44.55	\$ 41.73	\$ 36.65	\$ 33.75	\$ 31.94	\$ 34.55	\$ 32.60	\$ 30.00	\$ 24.52	\$ 38.10	\$ 25.40	\$ 30.12	\$ 22.50	\$ 27.58	\$ 23.59	\$ 42.10	\$ 48.41	\$ 39.01	\$ 44.86	\$ 28.12	\$ 32.34	\$ 37.20	\$ 42.78	\$ 34.11	\$ 39.23																															
Overhead	84.99%	\$ 64.53	\$ 62.41	\$ 59.47	\$ 66.35	\$ 52.35	\$ 52.17	\$ 48.87	\$ 42.62	\$ 37.40	\$ 40.46	\$ 38.18	\$ 35.13	\$ 28.72	\$ 44.62	\$ 29.75	\$ 35.27	\$ 26.35	\$ 32.30	\$ 27.62	\$ 49.20	\$ 56.69	\$ 45.69	\$ 52.53	\$ 32.93	\$ 37.87	\$ 43.56	\$ 50.09	\$ 39.95	\$ 45.04																																
GSA	20.00%	\$ 15.19	\$ 14.69	\$ 13.99	\$ 15.61	\$ 12.32	\$ 12.28	\$ 11.50	\$ 10.10	\$ 9.30	\$ 8.80	\$ 8.52	\$ 6.98	\$ 5.27	\$ 6.78	\$ 10.50	\$ 7.00	\$ 8.30	\$ 6.00	\$ 7.60	\$ 6.50	\$ 11.60	\$ 13.34	\$ 10.75	\$ 12.38	\$ 7.75	\$ 8.91	\$ 10.25	\$ 11.79	\$ 9.40	\$ 10.81																															
Fixed Fee	14%	\$ 20.91	\$ 20.53	\$ 27.19	\$ 35.34	\$ 23.94	\$ 23.80	\$ 22.34	\$ 19.62	\$ 18.07	\$ 17.10	\$ 18.50	\$ 17.45	\$ 16.06	\$ 13.13	\$ 20.40	\$ 13.60	\$ 16.13	\$ 12.05	\$ 14.77	\$ 12.63	\$ 22.54	\$ 22.92	\$ 20.89	\$ 24.02	\$ 15.06	\$ 17.25	\$ 19.92	\$ 22.00	\$ 16.26	\$ 21.00																															
Hourly Rate	\$ 240.27	\$ 232.35	\$ 221.41	\$ 247.04	\$ 194.92	\$ 194.32	\$ 181.95	\$ 159.60	\$ 147.14	\$ 139.23	\$ 150.62	\$ 142.14	\$ 130.78	\$ 106.92	\$ 166.13	\$ 110.75	\$ 131.32	\$ 98.09	\$ 120.24	\$ 102.84	\$ 183.53	\$ 211.06	\$ 170.08	\$ 195.59	\$ 122.62	\$ 141.00	\$ 162.17	\$ 186.50	\$ 148.72	\$ 171.03																																
TASK 1																																																														
Project Management / Coordination / Site Review																																																														
Project and Document Management/Delivery	2.00		2.00						3.00	3.00						2.00																																														
Task 1 - Hours	2.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																									
TASK 2																																																														
Barriework																																																														
Curb Ramps-Subgrade Compaction Testing and Sampling (3-4hr Visits)																																																														
Curb Ramps-Class IAB Compaction Testing and Sampling (3-4hr Visits)																																																														
Trench Backfill-Compaction Testing (2-4hr Visits)																																																														
Travel Time and Sample Transport(8-1hr Trips)																																																														
Task 2 - Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																										
TASK 3																																																														
Concrete																																																														
Pedestrian Becon Foundation Sampling and Testing (3-4hr Visits)																																																														
Travel Time for Concrete Sampling and Testing(3-1hr Trips)																																																														
Batch Plant Sampling (1-4hr trip)																																																														
Sample Transport (3-1hr trips)																																																														
Task 3 - Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																										
TASK 4																																																														
Hot Mix Asphalt																																																														
Compaction Testing at HMA Pugs (1-4hr Trips)																																																														
Travel Time (1-1hr Trips)																																																														
HMA Batchplant Sampling and Sample Transport (1-4hr Trip)																																																														
Task 4 - Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																										
Subtotal -Hours/Task	2.99	0.00	2.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																											

Annual Rate Increase: **5%**
 Overtime and Graveyard Charges May Apply
 (*) Indicates Key Staff
 (**) Indicates Prevailing Wage Classifications

TOTAL LABOR COST:	\$ 17,330.23
SUBCONSULTANT COST:	\$ -
TOTAL OTHER DIRECT COSTS:	\$ 1,794.00
TOTAL LABORATORY TESTING:	\$ 8,625.00
ANTICIPATED SALARY INCREASE:	\$ -
TOTAL ESTIMATED FEE:	\$ 27,749.23

OTHER DIRECT COSTS

1/0/1900

	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	COST PER TASK
TASK 1	Project Management / Coordination / Site Review					
	DESCRIPTION		UNIT	UNIT COST	TOTAL	
	Mileage Costs (IRS)	40	Mile	\$ 0.73	\$ 29.20	
	Vehicle Charge	1	Day	\$ 25.00	\$ 25.00	
						\$ 54.20
TASK 2	Earthwork					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs (IRS)	240	Mile	\$ 0.73	\$ 175.20	
	Vehicle Charge	8	Day	\$ 25.00	\$ 200.00	
	Nuclear Density Guage	8	Day	\$ 30.00	\$ 240.00	
						\$ 615.20
TASK 3	Concrete					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs (IRS)	480	Mile	\$ 0.73	\$ 350.40	
	Vehicle Charge	12	Day	\$ 25.00	\$ 300.00	
	Per Diem (Lodging & Meals)		Day	\$ 350.00	\$ -	
	Concrete Testing Equipment (Slump, Unit Wt, Air)	6	Day	\$ 65.00	\$ 390.00	
						\$ 1,040.40
TASK 7	Hot Mix Asphalt					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs (IRS)	40	Mile	\$ 0.73	\$ 29.20	
	Vehicle Charge	1	Day	\$ 25.00	\$ 25.00	
	Nuclear Density Guage	1	Day	\$ 30.00	\$ 30.00	
						\$ 84.20
					TOTAL OTHER DIRECT COSTS:	\$ 1,794.00

ATTACHMENT 3

Crawford & Associates - Other Direct Costs

3/27/2026

Task 1 Project Management / Coordination / Site Review

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
No Testing	0	0	\$ -	1	\$ -
Task 1 ODC Total:					\$ -

Task 2 Earthwork

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Seive Analysis - Course and Fine (C136/D6913)	1	Each	\$ 240.00	1	\$ 240.00
Sand Equivalent - 3 Point (D2419)	1	Each	\$ 180.00	1	\$ 180.00
Durability Index (D3744)	1	Each	\$ 420.00	1	\$ 420.00
Resistance Value (R-Value) Treated Soil/Aggregate Base (D2844)	1	Each	\$ 540.00	1	\$ 540.00
California Impact Test	8	Each	\$ 375.00	1	\$ 3,000.00
Task 2 ODC Total:					\$ 4,380.00

Task 3 Concrete

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Concrete Compressive Strength - 6x12 Cylinders (C39)	30	Each	\$ 55.00	1	\$ 1,650.00
Sieve Analysis - Coarse Aggregate (C136/D69163)	1	Each	\$ 190.00	1	\$ 190.00
Sieve Analysis- Fine Aggregate (C136/D6913)	1	Each	\$ 180.00	1	\$ 180.00
Durability Index (D3744)	1	Each	\$ 420.00	1	\$ 420.00
Cleanness Value	1	Each	\$ 270.00	1	\$ 270.00
Task 3 ODC Total:					\$ 2,710.00

Task 4 Hot Mix Asphalt

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Asphalt Binder Content by Extraction Method (D2172)	1	Each	\$ 440.00	1	\$ 440.00
Maximum Specific Gravity (Rice) (D2041)	1	Each	\$ 255.00	1	\$ 255.00
Sand Equivalent - 3 Point (D2419)	1	Each	\$ 180.00	1	\$ 180.00
Hveem Stability (1561/1560)	1	Each	\$ 525.00	1	\$ 525.00
Seive Analysis - #200 Wash (C117)	1	Each	\$ 135.00	1	\$ 135.00
Task 4 ODC Total:					\$ 1,535.00

TOTAL LABORATORY TESTS	\$ 8,625.00
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CALCULATIONS FOR ANTICIPATED SALARY INCREASE

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
<u>\$ 5,476.8000</u>	<u>115</u>	=	<u>47.62</u>	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	\$47.62	+	5.0%	=	\$50.01	Year 2 Avg Hourly Rate
Year 2	\$50.01	+	5.0%	=	\$52.51	Year 3 Avg Hourly Rate
Year 3	\$52.51	+	5.0%	=	\$55.13	Year 4 Avg Hourly Rate
Year 4	\$55.13	+	5.0%	=	\$57.89	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	100%	*	115	=	115.00	Est Hours Year 1
Year 2	0%	*	115	=	0.00	Est Hours Year 2
Year 3	0%	*	115	=	0.00	Est Hours Year 3
Year 4	0%	*	115	=	0.00	Est Hours Year 4
Year 5	0%	*	115	=	0.00	Est Hours Year 5
Total	100%		Total	=	115.00	

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	\$47.62	*	115	=	\$5,476.79	Est Hours Year 1
Year 2	\$50.01	*	0	=	\$0.00	Est Hours Year 2
Year 3	\$52.51	*	0	=	\$0.00	Est Hours Year 3
Year 4	\$55.13	*	0	=	\$0.00	Est Hours Year 4
Year 5	\$57.89	*	0	=	\$0.00	Est Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$5,476.79	
			Direct Labor Subtotal before Escalation	=	\$5,476.80	
			Estimated Total of Direct Labor Salary Increase	=	\$0.00	<i>(Transfers to Page 1)</i>

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 years = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

CERTIFICATION OF DIRECT COSTS


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

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

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 In direct Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 3/27/2026

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

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

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

Scope of Services

Construction materials testing and source inspections are critical components of infrastructure improvement projects, as they provide independent verification that materials incorporated into the work conform to approved designs, specifications, and quality requirements prior to and during construction. Through field sampling, laboratory testing, and source inspections at production facilities, potential deficiencies can be identified and addressed early, reducing the risk of premature deterioration, structural deficiencies, or costly corrective work. These services support compliance with governing agency standards, promote long-term performance and public safety, and help ensure that the completed infrastructure meets its intended design life and serviceability expectations.

Crawford & Associates will provide construction materials sampling, testing, and source inspection services to ensure that materials and construction methods comply with applicable project specifications, standards, and agency requirements. Materials sampling and testing will be performed in accordance with the City of Manteca Quality Assurance (QA) Program. These services are essential to verify material quality, durability, and performance, supporting the overall compliance and success of the project. All sampling and testing will be performed in accordance with the applicable Caltrans, AASHTO, and ASTM standards and project-specific requirements.

Earthwork Observation and Testing

Crawford & Associates will provide a qualified engineering technician on an as-needed basis to observe earthwork operations and perform field sampling and testing of soils and aggregates. Field density testing will be conducted to evaluate conformance with the project plans and specifications. Services will include inspection and testing of:

- Storm Drain Trench Backfill
- Curb Ramp Subgrade
- Aggregate Base at Curb Ramps

Hot Mix Asphalt (HMA) Testing

Crawford & Associates will perform field density testing and sampling during placement of Hot Mix Asphalt to verify compliance with the project plans and specifications. Scope of work includes:

- Field verification of batch tickets for conformance with the approved Job Mix Formula (JMF) and nuclear density testing.
- Laboratory testing of collected samples for asphalt content, gradation, specific gravity, and other properties.
- Collection of representative HMA samples at the batch plant

Structural Concrete Testing

Crawford & Associates will conduct sampling and testing of concrete during placement to determine compliance with the project plans and specifications. Scope of work includes:

- Field verification of batch tickets for conformance with the approved mix design
- Field testing for slump, temperature, and air content
- Preparation and curing of concrete test specimens for compressive strength determination
- Collection of representative Concrete Aggregate samples at the batch plant

