

AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 250223B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 250223B is made and entered into as of this 20th day of May, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, and Bureau Veritas, a New York corporation whose business address is 1451 River Park Dr. Suite 220, Sacramento CA 95815, hereinafter referred to as “CONTRACTOR” or “CONSULTANT”;

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. **250223B** with CONSULTANT on November 12, 2024 (the “Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide construction management, construction inspection, material testing, environmental surveying, permit compliance, and local assistance program funding assistance, etc.; however, the scope and fee only included the Task 1 Pre-construction services; and

WHEREAS, the parties amended Agreement 250223B on May 6, 2025 (“Amendment No. 1”) to provide additional Task 1 pre-construction services, including the following: conduct time sensitive pre-construction biological surveys, prepare a fish relocation plan, meet with stakeholders, and prepare for the pre-construction meeting; and

WHEREAS, the Board of Supervisors awarded the construction contract on May 6, 2025 and the Task 2 Construction services and Task 3 Post-construction services must now be introduced into the Agreement, including the following: construction management, construction inspection, material testing, environmental surveying, permit compliance, and local assistance program funding assistance, etc.; and

WHEREAS, the parties now desire to amend the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$1,103,044.80 from \$162,750.72 to \$1,265,795.52 to provide construction management and post-construction management services;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COUNTY and CONSULTANT hereby amend the Agreement as follows:

1. Exhibits “A-2” and “B-2”, attached hereto, are hereby added to and incorporated into the Agreement.

2. Paragraph 2 of the Agreement is amended in its entirety to read in full as follows

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached to the original Agreement, those services set forth in Exhibit “A-1”, attached to Amendment No. 1, and those services set forth in Exhibit “A-2”, attached to this Amendment No. 2, in accordance with the Request for Proposals and CONTRACTOR’s proposal, incorporated by reference herein.

3. Paragraph 3 of the Agreement is amended in its entirety to read in full as follows

Compensation.

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work described in Exhibit “A”, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B”, attached to the original Agreement and the rates set forth in Exhibit “B-1”, attached to Amendment 1. In consideration of CONTRACTOR’s fulfillment of the promised work described in Exhibit “A-2”, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-2”, attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibits “B”, “B-1”, and “B-2.”

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE MILLION, TWO HUNDRED AND SIXTY-FIVE THOUSAND, SEVEN HUNDRED AND NINETY-FIVE DOLLARS AND FIFTY-TWO CENTS (\$1,265,795.52); provided, however, that such amounts shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Each task set forth in Exhibits “A”, “A-1”, and “A-2” shall be subject to the maximum not to exceed fee for the task as set forth respectively in Exhibits “B”, “B-1”, and “B-2”.

(d) Annual Appropriation of Funds. CONTRACTOR acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. COUNTY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

4. Except as provided in (1), (2), and (3), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 2 of Napa County Agreement No. 250223B as of the date first above written.

Bureau Veritas North America, Inc.

By: 
Steven McMahon, Chief Executive Officer

“CONSULTANT”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan Fitzgerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 8, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-2”

Scope of Services

April 18, 2025

Exhibit A-2

Graham Wadsworth, Project Manager
Napa County, CA

1195 Third Street, Room 101
Napa, CA 94559



Dry Creek Road Bridge Replacement RDS 15-22

Task 2 / Task 3 - Construction and Post-Construction Construction Management Services

Dear Graham

BVNA is pleased to submit this proposal for Construction Management Services for the Dry Creek Road Bridge Replacement Project under Task 2 / Task 3 to provide Resident Engineer, Field Inspection, Officer Engineer, Labor Compliance, Material Testing Services for Napa County,

SCOPE OF SERVICES

See attached

- Scope of Services - Task 2/Task 3 - Construction and Post-Construction Management Services

SCHEDULE

Work is anticipated to begin June 1st, 2025 and be completed by October 31st, 2026.

STAFFING / SUB

Khanh (Chuck) Tran, PE	- Project Manager (Part Time)
Jeffrey Haw, PE	- Resident Engineer (Part Time)
Jim Adair, PE	- Field Inspector (Full Time)
Meng Xing Li / Maulik Prajapati	- Office Engineer (Part Time)
Cheryl Brown	- Labor Compliance (Part Time)
Norie Corpuz	- Scheduling Support
Applied Materials Engineer	- Material Testing (Support for ISI)
Abe Construction Services	- Material Testing (CIDH - Gamma-Gamma)
Inspection Services Inc	- Material Testing
Unico Engineering	- General Staffing
WRA Environmental Inc.	- Biological Support

ESTIMATED COST

\$1,103,044.80 as shown on the attached Form 10-H1 & Staffing Plan w/ \$318,218.65 allocated to DBE sub-consultants.

Thank you for the opportunity to provide CM Services to Napa County on Dry Creek Road Bridge Replacement Project and if you have any question or would like to meet and discuss, please contact me.

Sincerely,

Khanh (Chuck) Tran, PE
Senior Vice President/ Program Manager
Cc: Steven McMahon, Jeffrey Haw, Jim Adair



SCOPE OF SERVICES

PROJECT DESCRIPTION

- A. The project is 0.8 miles west of Mt. Veeder Road and consists of replacing the existing bridge at a sharp curve in Dry Creek Road. The proposed new bridge structure would consist of an approximately 80-foot-long by 32-foot-wide single-span concrete slab bridge that is constructed on pre-cast and pre-stressed concrete girders. Abutments 1 and 2 consist of a seat-type abutment with a footing supported on two rows of cast-in-drilled-hole piles. The abutment walls shall also retain soil behind Abutment 1 and 2. The new abutments shall require excavation to a depth of approximately six (6) feet below existing road surface. The project also includes 900 feet of new roadway to remove two curves in Dry Creek Road and all associated earthwork and utilities relocation as required to straighten the road. A new bio-retention basin will also be constructed to receive storm run-offs from newly installed impervious surfaces.
- B. Consultant will provide construction management services during construction and post-construction of the Project. Consultant's resident engineer/structures representative will be actively involved in all construction management tasks. The Consultant team will also provide on-site Field Inspection services, surveying, and material testing . Construction is estimated to commence in April 15th, 2024 and be completed by September 1st, 2026.
- C. In accordance with the California Department of Transportation (Caltrans) Construction Manual, Caltrans Local Assistance Procedures Manual (LAPM) and all applicable Project environmental permit requirements, Consultant will provide a Resident Engineer/Structures Representative (RE) registered in California as a Professional Engineer (PE), to perform construction management services including but not limited to: contract administration, quality assurance, safety monitoring, change order and claims mitigation, document control, labor compliance, progress pay estimates, status offunds, and general oversight during the period of construction. Consultant will provide an inspector to observe and monitor the Project to ensure that it is being constructed in accordance with the Project contract documents (the "Contract Documents") between Agency and the selected Project construction contractor ("Contractor"). The following Project tasks outline some of the key services that Consultant will be performing to ensure Project compliance with Caltrans and their procedures, federal requirements, and with the Contract Documents:



SCOPE OF SERVICES

B. Task 2: Construction Services. Consultant will:

1. Coordinate, conduct, and attend the Project weekly meetings;
2. Assist in administration of Contract Documents. Establish a Project document control system to meet Federal, State and County standards. Use a system that is based upon the Caltrans Construction Manual and the Local Assistance Procedures Manual utilizing the 63-category filing system for ease of audit by Caltrans and FHWA;
3. Conduct quality assurance inspection in accordance with the Contract Documents and in accordance with the Caltrans Construction Manual;
4. Provide quality assurance materials testing and testing frequencies in accordance with the Caltrans Construction Manual, the County's Quality Assurance Program, and as dictated by the Contract Documents;
5. Review Contractor's survey layouts. Provide quality assurance construction staking services as required in accordance with the methods, procedures and requirements of the Caltrans Survey Manual and Caltrans Staking Information Booklet. Work closely with the Contractor to confirm their construction layout is accurate;
6. Monitor project safety. Review Contractor's compliance with workplace safety and health standards and provide notification of non-compliance. Review and approve the Contractor's safety program and ensure that it meets all Cal-OSHA regulations;
7. Coordinate and manage the Project public outreach program;
8. Provide communication and coordination between the County, Contractor, Caltrans, regulatory permitting agencies, adjacent land owners, and utility companies;
9. Coordinate with the County design engineer to review Contractor Requests for Information (RFIs). Coordinate, log, manage and respond to RFIs submitted by the Contractor. Track RFIs sent to the Project designers and other oversight agencies for their input and press for timely turn-around by all parties;
10. Manage all Contractor submittals on the Project. Submittals will be tracked throughout the review process and will be an agenda item at weekly meetings. Manage submittals from the Contractor, tracking date submitted, duration for review and making sure that submittals are reviewed and returned within the allotted time to prevent any delays. Review and approve Contractor's working drawings and technical submittals, including materials, traffic handling, concrete and asphalt concrete mix designs, formwork and shoring. Coordinate and track any designer and other oversight agency required submittal reviews; and press for timely turnaround by all parties;
11. Provide documentation and reporting in accordance with the Caltrans Local Assistance Procedures Manual;
12. Provide review and inspection of Contractor's work for compliance with Contract Documents on a daily basis;
13. Prepare and maintain daily inspection diaries to record Project work progress, items of work, hours worked, labor, equipment, materials incorporated, materials tested, and any other pertinent information for permanent record of events. The diary entries shall include a narrative description of the Contractor's operation and location of work and any corrective actions for non-compliant work. Daily diary forms shall be in compliance with the Caltrans Construction Manual;
14. Provide Project photographs and video documentation of Project progress and major work components, including documenting pre-job conditions;
15. Enforce Project labor compliance by preparing daily reports with required information, monitoring certified payrolls and doing spot check labor surveys and interviews;
16. Review Project environmental documentation and compliance of Water Pollution Control Program (WPCP) or Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Caltrans Construction Manual. Coordinate routine inspections with County staff as needed;



SCOPE OF SERVICES

17. Coordinate material source inspection as required. Provide material source inspection and acceptance testing in the frequencies required by the Caltrans Local Assistance Procedures Manual, the County's Quality Assurance Program and the Contract Documents;
18. Coordinate with all affected utility companies, making sure that information about the Project schedule and progress is provided early;
19. Monitor and document corrective actions taken by the Contractor needed for work deemed non-compliant with the Contract Documents;
20. Review Contractor's compliance with all regulatory permits and mitigation measures;
21. Review Contractor's compliance with workplace safety and health standards and notification of non-compliance;
22. Coordinate and monitor Contractor's detours, lane closures, and staging plans to ensure compliance with accepted configurations and timing;
23. Evaluate, negotiate, prepare and recommend for execution all construction contract change orders. Develop independent cost and schedule estimates and negotiate equitable agreements with the Contractor for change order work;
24. Prepare cost estimate for potential contract changes;
25. Monitor and document force account work performed;
26. Review and manage insurance claims;
27. Review, manage, and negotiate potential claims and actual claims. Document, respond to and resolve potential claims and claims on the Project. Take the lead in resolving disputes, potential claims and insurance claims on the Project;
28. Provide review and analysis of Contractor's construction Project management schedule;
29. Process monthly bid item quantity verifications and Contractor pay estimates and review Contractor's monthly progress payment requests for accuracy. Perform field quantity measurements of completed Project work. Prepare quantity calculations to ensure Federal reimbursements, including any contract change orders, and progress pay estimates on a monthly basis to support the payments. Track work progress and working days to ensure that the Contractor is diligently pursuing the work. Prepare and distribute a weekly statement of working days, documenting days expended, days remaining, days worked on the controlling operations, inclement weather days, and any added days due to contract change orders;
30. Monitor Contractor's use of Disadvantaged Business Enterprise (DBE) subcontractors to verify goals set for the Project are met;
31. Monitor Contractor's use of apprentices to ensure any job training goals are met;
32. Conduct employee interviews, as required on State form, LAPM Exhibit 16-N Employee Interview: Labor Compliance EEO, for compliance with State and Federal requirements and to make sure that workers are being paid the correct rate for their work;
33. Review Contractor's weekly certified payroll for compliance with prevailing wage and EEO requirements; and
34. Prepare monthly status report for the County and the Project partners to provide an update on current Project costs and change orders, schedule, and issues. Assist in preparation of quarterly reimbursement invoices for submittal to Caltrans for Federal reimbursement; and
35. Monitor and review Designer of Record Invoices.



SCOPE OF SERVICES

C. Task 2: Post-Construction Services. Consultant will:

1. Inspect Project work for acceptance. Coordinate a Project walk through to include the Contractor, County representatives and Project stakeholders to develop the final Project punch list. Monitor the Contractor's progress in completing the punch list items and ensure that no additional items are created in the process;
2. Prepare red-line as-built drawings, making sure that all information is included for submittal to the designers to prepare record drawings at Project completion;
3. Prepare and make recommendations for final progress payment and acceptance. Prepare proposed final estimate to be signed by the Contractor and make recommendation to the County for final payment and acceptance of the Project;
4. Prepare final reporting in accordance with the Caltrans Local Assistance Procedure Manual and County requirements; and
5. Provide Project files to the County upon Project completion and acceptance, and;
6. Prepare all reports and required documents for Project close-out for the County. Documents include:
 - a) Materials Certificate
 - b) Report of Completion of Structures
 - c) Final Inspection Report
 - d) Detailed Estimate and Summary

EXHIBIT “B-2”

Compensation

Exhibit B-2

4/18/2025

Napa County Public Works Department

Dry Creek Road Bridge Replacement Project

PRIME LABOR		Pre Construction					Construction Phase																				Post Construction					Total Person-Month
Year		2024		2025										2026										2027								
Personnel	Task	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Working Days	400 WDs						22	21	21	22	21	21	22	17	22	20	18	21	20	20	22	23	21	21	20							
	Anticipated Critical Path	PSE Review / Bid			Pre-Con/ Award / NTP / Submittals		Pre-Con/ NTP / Submittals		Site Prep + Channel +CIDH		Bridge Structure		Grading + Roadwork		Winter Suspension Period					Grading + Bridge Demo		Channel Improvements		Plantings + Finishing		Project Closeout						
BVNA	Jeff Haw, PE	Resident Engineering/ Str Rep							40	40	40	40	40	20	8	8	8	8	20	20	40	40	40	40	40	40	20			584		
	Jim Adair, PE	ARE/Inspector							160	160	160	160	120	8	4		8	8	8	80	160	160	160	120	80				1556			
	Mengxing Li	Office Engineer/Inspector							8	8	8	8	8						8	8	8	8	8	8	8	8	8		104			
	Maulik Prajaptapi	Office Engineer/Inspector							40	40	40	40	20	8					8	40	40	40	40	40	40	20	8		464			
	Cheryl Brown	Labor Compliance							40	40	40	40	20	8					8	40	40	40	40	40	40	20			456			
	Norie Corpuz, PE	Scheduling Support							4	4	4	4	4	4	4				4	4	4	4	4	4	4				52			
	Chuck Tran, PE	Acting Resident Engineer																												0		
																													0			
																													0			
WRA	Biologist	Biologist (Part Time)																												0		
Unico	Josh Williams	Inspector							160	160	160	160																		640		
	Survey Crew	Construction Staking Verification							40		40		40							40		40		40						240		
ISI	Materials Technician	Materials Testing Road and Bridge							20	10	20	10	20							20		20		20						140		
Abe																																
	CIDH Pile Testing	Materials Testing CIDH's							x	x																				0		
Full Time Equivalent Field and Support Personnel			0	0	0	0	0	0	512	462	512	462	272	48	12	8	16	28	48	272	292	352	292	312	212	88	36			4236		
		0					4112															124				4236	ok					

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)

CM ServicesNote: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant **2nd Tier Subconsultant**Consultant **BVNA**Project No. **Napa County - Dry Creek Bridge** Contract No. **RDS 15-22** Date **4/18/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PM - RE/SR	Jeff Haw, PE	584	\$99.10	\$57,874.40
ARE/ Inspector	Jim Adair, PE	1,556	\$94.05	\$146,341.80
OE / Inspector	Mengxing Li	104	\$65.25	\$6,786.00
OE / Inspector	Maulik Prajaptapi	464	\$60.01	\$27,844.64
OE / Labor Compliance	Cheryl Brown	456	\$38.25	\$17,442.00
Schedule Support	Norie Corpuz	52	\$93.41	\$4,857.32
Acting Resident Engineer	Chuck Tran	0	\$106.85	\$0.00

LABOR COSTS

Total Hours 3,216

a) Subtotal Direct Labor Costs \$261,146.16

b) Anticipated Overtime 160 \$22,572.00

c) Anticipated Salary Increases (see page 2 for calculation) \$14,205.01

d) TOTAL DIRECT LABOR COSTS [(a) + (b)+(c)] \$297,923.17**INDIRECT COSTS**

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

f) Overhead (Rate: 138.48%) g) Overhead [(c) x (f)] \$412,564.01

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$412,564.01**FIXED FEE** (Rate: 8.00%) **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$56,838.97**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Vendors				
Applied Materials Engineer	1	LS	Plugged	\$ 2,500.00
Abe Construction Services	1	LS	Plugged	\$ 15,000.00
Mileage (Included)	Included			\$ -
Per Diem	0	Months	\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$17,500.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	Inspection Services Inc.	DBE Firm	\$	64,728.68
Subconsultant 2:	Unico Engineering	DBE Firm	\$	253,489.97
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

m) TOTAL SUBCONSULTANTS' COSTS \$ 318,218.65**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$335,718.65**TOTAL COST [(c) + (j) + (k) + (n)]** \$1,103,044.80**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-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant BVNA Contract No. RDS 15-22 Date 4/18/2025

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	2.5 Year Contract Duration
\$261,146.16	3,376	=	\$77.35	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	\$77.35	+	3.5%	=	\$80.06	Year 2 Avg Hourly Rate
Year 2	\$80.06	+	3.5%	=	\$82.86	Year 3 Avg Hourly Rate
Year 3	\$82.86	+	3.5%	=	\$85.76	Year 4 Avg Hourly Rate
Year 4	\$85.76	+	3.5%	=	\$88.77	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	0.00%	*	3376.0	=	0.0	Estimated Hours Year 1
Year 2	46.46%	*	3376.0	=	1568.5	Estimated Hours Year 2
Year 3	53.54%	*	3376.0	=	1807.5	Estimated Hours Year 3
Year 4		*	3376.0	=	0.0	Estimated Hours Year 4
Total	100%		Total	=	3376.0	

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	\$77.35	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$80.06	*	1568	=	\$125,575.00	Estimated Hours Year 2
Year 3	\$82.86	*	1808	=	\$149,776.17	Estimated Hours Year 3
Year 4	\$85.76	*	0	=	\$0.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$275,351.17	
Direct Labor Subtotal before Escalation				=	\$261,146.16	
Estimated total of Direct Labor Salary Increase				=	\$14,205.01	Transfer to Page 1

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

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

Prime Consultant or Subconsultant Certifying:

Name: Chuck Tran, PE Title *: CEO

Signature :  Date of Certification (mm/dd/yyyy) 4/18/2025

Email: Chuck.Tran@bureauveritas.com Phone Number: 909-721-5640

Address: 125 Columbia STE A, Aliso Viejo, CA 92656

*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:

CM Services



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

Tel: (510) 420-8190
FAX: (510) 420-8186
e-mail: info@appmateng.com

2024 FEE SCHEDULE

LABORATORY TEST COSTS

1 Reinforcing Steel Tensile Test (up to #10), each	\$350.00
2 Reinforcing Steel Tensile Test (#11 & #14), each	\$380.00
3 Reinforcing Steel Bend Test (up to #10), each	\$350.00
4 Reinforcing Steel Bend Test (#11, #14), each	\$380.00
5 Splice (CTM 670) (up to #10), each	\$600.00
6 Splice (CTM 670) (#11, #14), each	\$750.00
7 PT Strand Tensile, each	\$550.00
8 High Strength Bolt Tensile Properties, per set of 3	\$450.00
9 High Strength Nut Hardness & Proof Load, per set of 3	\$450.00
10 High Strength Washer Hardness & Proof Load, per set of 3	\$450.00

OTHER COSTS

Per Hour

1 Laboratory Manager	\$165.00
2 Laboratory Technician	\$145.00
3 Project Manager	\$205.00

Abe Construction Services, Inc.

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

September 13, 2024

Estimate for CIDH Pile Testing Services Dry Creek Rd / Dry Creek, Napa County, CA

Attn: Bureau Veritas
Scott Dendall

Scope: Perform GGL on 24 CIDH piles @ 24" x ~30' w/2 Tubes/pile.
Assume 2 trips with 12 pile/trip.

QTY.	DESCRIPTION	RATE / UNIT	COST
GGL FIELD TESTING			
24	GGL or CSL Equipment/Logging Charge	\$225.00 /pile	\$5,400.00
0	Minimum daily field charge (Regardless of Piles/day)	\$1,500.00 /day	\$0.00
0	Weekend/ holiday/ Special Shift Charge	\$400.00 /day	\$0.00
REPORT / ANALYSIS/ ENGINEERING CHARGES/Admin			
2	GGL or CSL Test Report submittals	\$700.00 / each	\$1,400.00
0	Caltrans PDDF Forms (If Required)	\$100.00 / each	\$0.00
0	CSL Test Reports (if required)	\$700.00 / each	\$0.00
?	Engineer for meetings,standby at site, Training, or Mitigation	\$200.00 /hr	?
0	Admin for Contract/ Insurance/Textura	\$120.00 /her	\$0.00
0	Certified Payroll Reports (if required)	\$150.00 / each	\$0.00
TRAVEL / MOB EXPENSES			
2	Equipment Mobilization/vehicle/ travel costs	\$580.00 / each	\$1,160.00
0	Overnight charge for consecutive field days out of town	\$150.00 /day	\$0.00
Total Estimate			\$7,960.00

Notes & Terms:

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

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

This quote is valid for 90 days.

Company

Date

Print name & title

Signature



**BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

I. FIELD AND LABORATORY SERVICES			Quantity	Rate	Amount
A. Geotechnical Services					
1. 2701	Subgrade/AB Compaction Testing (portal-to-portal)	20 day(s)	160 hrs	\$165.19 /hr	\$26,430.40
2. 3461	Maximum Density Curves/4" (ASTM D1557)		4 ea	\$310.00 /ea	\$1,240.00
3. 3462	Maximum Density Curves/6" (ASTM D1557)		2 ea	\$370.00 /ea	\$740.00
4. 3463	Oversize Correction		2 ea	\$82.00 /ea	\$164.00
B. Asphalt Concrete					
1. 2801	AC Compaction Testing (w/ Nuclear Gauge, portal-to-portal)	5 day(s)	40 hrs	\$165.19 /hr	\$6,607.60
2. 3622	Lab Test Maximum Density (LTMD)		4 ea	\$505.00 /ea	\$2,020.00
C. Reinforcing Steel					
1. 2201	Reinforcing Steel Placement Inspection	10 visit(s)	40 hrs	\$165.19 /hr	\$6,607.60
D. Structural Concrete					
1. 2301	Concrete Placement & Sampling	10 visit(s)	40 hrs	\$165.19 /hr	\$6,607.60
2. 3101	Concrete Compression Tests (set of 5)	10 set(s)	50 ea	\$65.00 /ea	\$3,250.00
3. 1302	Sample Transportation	10 trip(s)		\$95.00 ea	\$950.00
E. Precast/Prestressed Concrete					
1. 2405	Inspection of Precast Plant Production	4 day(s)	32 hrs	\$165.19 /hr	\$5,286.08
F. Engineering/Project Management/Miscellaneous					
1. 1108	Geotechnical Engineer/Project Manager		20 hrs	\$241.27 /hr	\$4,825.40
T&I Budget Estimate:					\$64,728.68



**BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

II. PROPOSAL CLARIFICATIONS

Estimated Quantities:

Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans dated 1-12-24.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes. If contractor's work is performed more quickly than scheduled, Client will receive a cost savings for testing & inspections. If, however, contractor's schedule is extended or delayed, Client may receive a resulting increase in the costs for testing & inspections.

Reinspections:

Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs. Client hereby acknowledges that even with diligent special inspections and/or testing by ISI, construction defects, deficiencies, and/or omissions in the contractor's work may arise. Client understands and hereby agrees that the contractor is solely responsible for its means and methods, the quality and completeness of the construction work and for adhering to the applicable construction plans and specifications.

Time and Materials Charges:

This bid proposal is an estimate to perform services. Prices quoted are valid through June 30, 2025. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a bi-weekly or monthly basis in accordance with this proposal. All invoices include a summary of work performed to date, budget balance remaining, and a 10% administrative fee.

ISI will only provide special inspection and material testing services if client acknowledges that this fee proposal is merely an estimate of future code-required services. If client or client's representative (including contractor) keeps requesting ISI's services even beyond our approved budget, client accepts financial responsibility to pay for any and all services provided by ISI. In addition, Client recognizes that on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ISI will typically have no notice of this until the day the overtime occurs. Client agrees to compensate ISI for such overtime.

Client Acknowledgement (initials)



**BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

III. BASIS OF CHARGES

A. Minimum Hourly Charges:

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. Rate for Field Inspectors:

	Basic Rate (Union Group 2)	\$ 165.19/hr
	Basic Rate w/ Testing Equipment	\$ 165.19/hr
	Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
	Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
	Work performed on "RUSH" schedule	1.5 x Basic Rate
	Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. Expenses:

1307	Travel Time, if required	\$ 90.00/hr
1305	Auto Mileage, if required	\$ 0.670/mi
1306	Per Diem (Or cost if greater than \$125.00/day)	\$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	\$ 1235.00/day

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

* It shall be Client's sole responsibility to notify ISI of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if ISI is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. Additionally, in the event notification is not given to ISI, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ISI for any failure to comply with the prevailing wage laws.



Inspector General

California Department of Transportation

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: UNICO ENGINEERING, 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 (ICR):

Combined Rate: _____ Or

Home Office Rate: 144.92% and Field Office Rate (if applicable): 61.67%

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/01/2022 - 12/31/2022

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR 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 ICR(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 ICR(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 the Financial Document Review Request form.

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 requirements.

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 15,000,000.00 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 1
- Years of consultant's experience with 48 CFR Part 31 is 9
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☒

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR 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:** Cesar Montes de Oca

Title:** President

Signature: 

Date: 11/02/2023

Phone:** (916) 900-6623

Email:** cesar@unicoengineering.com

**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 forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

SAMPLE COST PROPOSAL 1 (Page 1 of 3)

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

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant UNICO EngineeringProject No. BRLO-5921(061)

Contract No. _____

Date 7/24/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Construction Inspector	STAFF	640.0	\$ 65.00	\$ 41,600.00
Construction Inspector (OT)	STAFF	0.0	\$ 97.50	\$ -
			\$ -	\$ -
			\$ -	\$ -
Survey Manager	Rob Marks	48.0	\$ 80.00	\$ 3,840.00
Senior Land Surveyor	Ryan Ming, PLS	120.0	\$ 70.35	\$ 8,442.00
Party Chief	Staff	240.0	\$ 76.61	\$ 18,386.40
Rodman	Staff	240.0	\$ 73.88	\$ 17,731.20
				\$ -
				\$ -
				\$ -
Total:		1,288.0		\$ 89,999.60

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 89,999.60

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

\$ 4,090.48

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 94,090.08

INDIRECT COSTS

d) Fringe Benefits

Rate: 0.00%

e) Total fringe benefits [(c) x (d)] \$ -

Overhead

Rate: 144.92%

g) Overhead [(c) x (f)] \$ 136,355.35

h) General and Administrative

Rate: 0.00%

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

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 136,355.35

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 23,044.54

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

Description of Item	Quantity	Unit	Unit Cost	Total
Transportation		Miles		\$ -
QA Level Lab Testing (See Additional Page)		Test		\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c) + (j) + (k) + (n)] \$ 253,489.97

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 accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

SAMPLE COST PROPOSAL 1 (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$89,999.60	/	1,288.0	=	\$69.88	Year 1 Avg Hourly Rate

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

Year 1	\$69.88	+	3.0%	=	\$71.97	Year 2 Avg Hourly Rate
Year 2	\$71.97	+	3.0%	=	\$74.13	Year 3 Avg Hourly Rate
Year 3	\$74.13	+	3.0%	=	\$76.35	Year 4 Avg Hourly Rate
Year 4	\$76.35	+	3.0%	=	\$78.65	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	0%	*	1,288.0	=	0.0	Estimated Hours Year 1
Year 2	50%	*	1,288.0	=	644.0	Estimated Hours Year 2
Year 3	50%	*	1,288.0	=	644.0	Estimated Hours Year 3
Year 4	0%	*	1,288.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	1,288.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1,288.0	

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 \$	69.88	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2 \$	71.97	*	644.0	=	\$46,349.79	Estimated Hours Year 2
Year 3 \$	74.13	*	644.0	=	\$47,740.29	Estimated Hours Year 3
Year 4 \$	76.35	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	78.65	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$94,090.08	
Direct Labor Subtotal before escalation				=	\$89,999.60	
Estimated total of Direct Labor Salary Increase				=	\$4,090.48	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.


SAMPLE COST PROPOSAL 1 (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 Suconsultant Certifying:Name: Cesar Montes de OcaTitle*: PresidentSignature: Date of Certification (mm/dd/yyyy): 7/24/2024Email: cesar@unicoengineering.comPhone Number: 916.900.6623Address: 80 Blue Ravine Road, Suite 250. Folsom, CA 95630

*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 this proposed contract:

Construction management and inspection services.