



AGENDA ITEM NO.
C25

COUNTY OF HUMBOLDT

For the meeting of: February 6, 2018

Date: January 11, 2018

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Consultant Services Agreement with Crawford and Associates Regarding the Provision of On-Call Professional Geotechnical Investigation and Engineering Services

RECOMMENDATIONS:


That the Board of Supervisors:



1. Approve the selection of Crawford and Associates as the consulting firm to provide on-call professional geotechnical investigation and engineering services;
2. Approve and authorize the Chair of the Board to execute three (3) original copies of the attached consultant services agreement with Crawford and Associates regarding the provision of on-call professional geotechnical investigation and engineering services;
3. Authorize the Public Works Director to execute any and all future task orders issued pursuant to the terms and conditions of the attached consultant services agreement; and
4. Direct the Clerk of the Board to return two (2) executed original copies of the attached consultant services agreement to the Department of Public Works for further processing.

SOURCE OF FUNDING:

Humboldt County Road Fund, Federal Highway Administration ("FHWA") Highway Bridge Program, the Toll Credit Bridge Replacement Fund and FHWA Storm Damage Funds

Prepared by Jeff Ball

CAO Approval 

REVIEW:	Auditor <u></u>	County Counsel <u>Sm</u>	Personnel _____	Risk Manager <u></u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Bass

Ayes Bass, Fennell, Sunaberg, Bohn, Wilson

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-22

Meeting of: June 6, 2017

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 2/6/18

By: 

Kathy Hayes, Clerk of the Board

DISCUSSION:

On June 27, 2017, the Humboldt County Department of Public Works ("Department") issued a Request for Qualifications ("RFQ") for the purpose of selecting a qualified consultant to provide professional geotechnical investigation and engineering services on an on-call basis. The RFQ followed the selection process set forth in Chapter 10 of the California Department of Transportation's Local Assistance Procedures Manual. The statements of qualifications submitted in response to the RFQ for on-call professional geotechnical investigation and engineering services were evaluated and ranked by the selection committee. The final ranking of the statement of qualifications was issued on August 22, 2017 (Attachment 1).

The Department is now returning to the Board of Supervisors in order to award the attached consultant services agreement to Crawford and Associates, the highest ranking consultant. The attached consultant services agreement has a term of two (2) years with optional extensions that will not exceed five (5) years. The maximum total amount payable by the county for the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the attached consultant services agreement shall not exceed Six Hundred Thousand Dollars (\$600,000.00).

Crawford and Associates will be asked to provide specified professional geotechnical investigation and engineering services for specific roadway design and construction projects pursuant to task orders issued under the attached consultant services agreement. A detailed scope of services, project schedule and project budget will be prepared for each task order issued pursuant to the terms and conditions of the attached consultant services agreement. Once a task order has been issued by the county, Crawford and Associates will be required to perform the agreed upon professional geotechnical investigation and engineering services within the parameters set forth therein.

Accordingly, the Department recommends that the Board of Supervisors approve, and authorize the Chair of the Board to execute, the attached consultant services agreement with Crawford and Associates regarding the provision of on-call professional geotechnical investigation and engineering services (Attachment 2). It is also recommended that the Board authorize the Public Works Director to execute any and all task orders issued pursuant to the attached consultant services agreement in order to ensure the efficient delivery of required services.

FINANCIAL IMPACT:

As noted above, the maximum amount payable for the professional geotechnical investigation and engineering services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the attached consultant services agreement is not to exceed Six Hundred Thousand Dollars (\$600,000.00). Funding is dependent on the type of project for which the services are provided. Bridge projects are funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are 88.53% funded by FHWA and the remaining 11.47% is funded by the Humboldt County Roads Division. There is no financial commitment until a task order has been issued for a specific roadway design and construction project.

The recommended actions conform to the Board of Supervisors' Core Role of providing for and maintaining infrastructure. This item has no impact on the General Fund.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the attached consultant services agreement with Crawford and Associates regarding the provision of on-call professional geotechnical investigation and engineering services. However, this alternative is not recommended since the county has limited staff to perform geotechnical investigation and engineering services for upcoming bridge and roadway repair projects.

ATTACHMENTS:

1. Department of Public Works Ranking of the Statement of Qualifications Received in Response to Request for Qualifications No. DPW2017-006 for On-Call Professional Geotechnical Investigation and Engineering Services dated August 22, 2017
2. Consultant Services Agreement with Crawford and Associates Regarding the Provision of On-Call Professional Geotechnical Investigation and Engineering Services

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CRAWFORD & ASSOCIATES, INC.
FOR
ON-CALL PROFESSIONAL GEOTECHNICAL INVESTIGATION AND ENGINEERING
SERVICES**

This contract entered into this 6th day of February, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Crawford & Associates, Inc., a California Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing on-call professional geotechnical investigation and engineering services, which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Rick Sowers. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved Cost Proposal dated December 13, 2017. The approved Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on February 6, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY'S Contract Administrator. This contract shall end on February 6, 2020, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed Six Hundred Thousand Dollars (\$600,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is Five Thousand dollars (\$5,000.00).

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures set forth in Title 48 of the Federal Code of Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 23 U.S.C. Section 112; 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and 23 CFR Part 172, Procurement, Management, and Administration of Engineering and Design Related Services.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under the applicable federal rules and state requirements are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as requested. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a

timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by Caltrans. Provisional rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the provisional rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the provisional rate will be eighty-five (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E(1) above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
 3. If CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E(1) above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to COUNTY a final invoice only when all of the following items have occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) all work under this contract has been completed to the satisfaction of COUNTY; and (c) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items.
 5. The provisional ICR will apply to this contract and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of such work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty-Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

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ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project.

CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:

1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

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ARTICLE XVI – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS

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

ARTICLE XIX – CHANGE IN TERMS

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

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is Five percent (5%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01), or Consultant Contract DBE Information (Exhibit 10-02), attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.

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- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XXI – CONTINGENT FEE

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

ARTICLE XXII – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under this contract, CONSULTANT may request review by COUNTY. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's staff shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of professional geotechnical investigation and engineering operations, blanket contractual liability, broad form endorsement, a professional geotechnical investigation and engineering endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles.
 3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers’ Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT’s insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT’s Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of

subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: Crawford & Associates, Inc.
Attention: Rick Sowers, Project Manager
1100 Corporate Way, Suite 230
Sacramento, CA 95822

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- D. For liability arising out the performance of its professional services under this Agreement, CONTRACTOR agrees to indemnify and hold harmless County and its officers, officials, employees, and volunteers from and against liability for damages to the extent caused by the negligent acts, errors or omissions of the CONTRACTOR. Under its indemnity obligation CONTRACTOR shall reimburse County for the proportionate share of reasonable defense costs to the degree of fault of the engineer as determined by a court or arbitration. CONTRACTOR'S indemnification obligation does not apply to County's negligence or willful misconduct.
- E. For all liability NOT arising out of its professional services, CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the CONTRACTOR and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. All calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the projects for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other

projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY’s Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

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

ARTICLE XXXI – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

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

CONSULTANT: Crawford & Associates, Inc.
Attention: Rick Sowers, Project Manager
1100 Corporate Way, Suite 230
Sacramento, CA 95822

COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California, 95501

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder shall be litigated in the State of California and venue shall lie in Humboldt County unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

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- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons

Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.**

CRAWFORD & ASSOCIATES, INC.:

By: 

Date: 1/8/2018

Name: BENJAMIN D. CRAWFORD

Title: PRESIDENT


By: 

Date: 1/8/2018

Name: SARAH J. CRAWFORD

Title: SECRETARY

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Board of Supervisors

Date: 2/6/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 1/24/18

- Attachment A – Scope of Work
- Attachment B – Cost Proposal (Exhibit 10-H)
- Attachment C – Consultant Contract DBE Information (Exhibit 10-O2)
- Attachment D – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K)
- Attachment E – Professional Liability Insurance

Attachment A – Scope of Work

**CONSULTANT AGREEMENT
SCOPE OF WORK**

**COUNTY OF HUMBOLDT
AGREEMENT FOR ON-CALL PROFESSIONAL GEOTECHNICAL INVESTIGATION AND
ENGINEERING SERVICES**

The following is the proposed Crawford & Associates, Inc. (CONSULTANT) preliminary scope of work for tasks under Agreement for On-Call Professional Geotechnical Investigation and Engineering Services. A final scope of services will be developed by the County and Crawford & Associates, Inc. prior to the issuance of each individual Task Order. It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a SUBCONSULTANT under contract to CONSULTANT.

The following are general geotechnical needs. Each project is unique and may require less effort than is included in the following or may require studies not included in the following.

TASK 1 Project Management and Coordination

Task 1.1 Project Initiation

- 1.1.1 Kick-off Meeting – Includes a meeting at the Humboldt County DPW offices followed by a site visit. Attendees will include the COUNTY project manager and CONSULTANT project manager and point of contact.
- 1.1.2 Preliminary Research – Includes various historic documents such as as-built plans, right of way, geologic maps, maintenance records, etc. COUNTY will assist in this effort to the limit of COUNTY records.
- 1.1.3 Point of Contact – Rick Sowers, of Crawford & Associates, Inc will be the primary point of contact for maintaining liaison and coordination throughout the project with the County's Project Manager and other team leaders.
- 1.1.4 Project Work Plan – CONSULTANT will develop a detailed work plan for each project, including the project goals, objectives, roles and responsibilities, communication plan, scope and deliverables, schedule and budget.
- 1.1.5 Project Schedule and Budget Management – CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. CONSULTANT

will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.

- 1.1.6 Monthly Status Reports – CONSULTANT shall submit progress reports at least once each month for projects of extended duration.
- 1.1.7 Invoices – CONSULTANT will prepare monthly invoices providing a summary of CONSULTANT' S work. Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".

TASK 2 Subsurface Exploration

CONSULTANT will conduct geologic reconnaissance, review site air photos, coordinate with the County to identify boring locations, notify Underground Services Alert (USA) and schedule the subsurface exploration. CONSULTANT will drill and sample test borings to establish the slide plane(s) and extent of movement. These test borings will typically extend to depths of 50-80 feet and advanced using auger and rotary methods. Truck-mounted borings may be supplemented with portable equipment borings and/or refraction seismic profiles, as needed.

CONSULTANT will work with the County to maintain the necessary access through the site during drilling, and will provide the appropriate construction signs and cones. If necessary, a traffic control company will be utilized for safety during the field operations.

A CAInc engineer/geologist will log the borings and direct the sampling. Groundwater elevations will be noted, where encountered. CAInc will collect bulk and relatively undisturbed soil samples from the borings for laboratory testing. The borings will be backfilled per conditions in the drilling permit (typically grout-backfilled).

TASK 3 Laboratory Testing

Typical laboratory tests on selected soil samples retrieved from the test borings include the following:

- 1. Moisture Content/Unit Weight
- 2. Gradation/Plasticity Index
- 3. Unconfined compressive and/or direct shear strength tests
- 4. Corrosivity tests (pH, sulfates/chlorides and minimum resistivity)

TASK 4 Engineering Analysis and Geotechnical Report

CONSULTANT will conduct engineering analysis to support recommendations contained in a Geotechnical Report. The report will contain the following:

- 1. Project and site description

2. Vicinity Map
3. Discussion of geologic setting and slope conditions
4. Description of subsurface conditions and groundwater
5. Field and laboratory test results, including boring logs
6. Site Plan with boring locations
7. Conclusions regarding proximate cause(s) of slope failure
8. Geotechnical recommendations for roadway stabilization (tie-back soldier pile wall, MSE wall, welded-wire wall, upslope buttressing, subdrainage, etc), including cross-section sketches
9. Construction Considerations
10. Limitations of the report

A draft report will be submitted electronically for review by the County. The final report will be submitted following receipt of comments from the County.

DELIVERABLE:

- Geotechnical Report

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY will complete the necessary site surveys to complete each project.

COUNTY shall arrange for public meetings to inform the public of the project and solicit opinions of local residents about the project.

COUNTY shall issue an appropriate Task Order for each project to be assigned to CONSULTANT.

COUNTY shall exercise due care in relaying project requirements to CONSULTANT and shall responsively participate in the Task Order process.

COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the tasking assigned by each Work Order.

[END OF SCOPE OF WORK]

Attachment B – Cost Proposal (Exhibit 10-H)

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Crawford & Associates, Inc Contract No. _____ Date 12/5/17

Fringe Benefit 42% + Ovrhead 135% + General Administration 20% = Combined Indirect Cost Rate (ICR) 197%
 (= 0% if Included in OH) (= 0% if Included in OH) FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
R. Sowers Principal	\$71.50	\$156.00	\$273.00	1/1/18	12/31/18	\$65.00		
	\$73.65	\$160.68	\$281.19	1/1/19	12/31/19	\$66.95	3%	
	\$75.85	\$165.50	\$289.63	1/1/20	12/31/20	\$68.96	3%	
	\$78.13	\$170.47	\$298.31	1/1/21	12/31/21	\$71.03	3%	
E. Nichols Senior Project Manager	\$57.19	\$124.78	\$218.36	1/1/18	12/31/18	\$51.99		
	\$58.90	\$128.52	\$224.91	1/1/19	12/31/19	\$53.55	3%	
	\$60.67	\$132.37	\$231.66	1/1/20	12/31/20	\$55.16	3%	
	\$62.49	\$136.35	\$238.61	1/1/21	12/31/21	\$56.81	3%	
Senior Geotechnical Engineer	\$66.10	\$144.22	\$252.38	1/1/18	12/31/18	\$60.09		
	\$68.08	\$148.54	\$259.95	1/1/19	12/31/19	\$61.89	3%	
	\$70.12	\$153.00	\$267.75	1/1/20	12/31/20	\$63.75	3%	
	\$72.23	\$157.59	\$275.78	1/1/21	12/31/21	\$65.66	3%	
Senior Engineer/Geologist	\$48.15	\$105.05	\$183.83	1/1/18	12/31/18	\$43.77		\$40.00-\$45.67
	\$49.59	\$108.20	\$189.35	1/1/19	12/31/19	\$45.08	3%	
	\$51.08	\$111.45	\$195.03	1/1/20	12/31/20	\$46.44	3%	
	\$52.61	\$114.79	\$200.88	1/1/21	12/31/21	\$47.83	3%	
Project Engineer II/Geologist	\$46.20	\$100.80	\$176.40	1/1/18	12/31/18	\$42.00		\$30.00-\$60.00
	\$47.59	\$103.82	\$181.69	1/1/19	12/31/19	\$43.26	3%	
	\$49.01	\$106.94	\$187.14	1/1/20	12/31/20	\$44.56	3%	
	\$50.48	\$110.15	\$192.76	1/1/21	12/31/21	\$45.89	3%	
Project Engineer/Geologist	\$35.96	\$78.46	\$137.30	1/1/18	12/31/18	\$32.69		\$31.73-\$33.65
	\$37.04	\$80.81	\$141.42	1/1/19	12/31/19	\$33.67	3%	
	\$38.15	\$83.23	\$145.66	1/1/20	12/31/20	\$34.68	3%	
	\$39.29	\$85.73	\$150.03	1/1/21	12/31/21	\$35.72	3%	
Staff Engineer	\$28.60	\$62.40	\$109.20	1/1/18	12/31/18	\$26.00		\$23.00-\$29.81
	\$29.46	\$64.27	\$112.48	1/1/19	12/31/19	\$26.78	3%	
	\$30.34	\$66.20	\$115.85	1/1/20	12/31/20	\$27.58	3%	
	\$31.25	\$68.19	\$119.33	1/1/21	12/31/21	\$28.41	3%	
Drafting	\$25.85	\$56.40	\$98.70	1/1/18	12/31/18	\$23.50		\$23.00-\$29.81
	\$26.63	\$58.09	\$101.66	1/1/19	12/31/19	\$24.21	3%	
	\$27.42	\$59.83	\$104.71	1/1/20	12/31/20	\$24.93	3%	
	\$28.25	\$61.63	\$107.85	1/1/21	12/31/21	\$25.68	3%	
Admin	\$25.54	\$55.73	\$97.52	1/1/18	12/31/18	\$23.22		\$17.00-\$36.05
	\$26.31	\$57.40	\$100.45	1/1/19	12/31/19	\$23.92	3%	
	\$27.10	\$59.12	\$103.46	1/1/20	12/31/20	\$24.63	3%	
	\$27.91	\$60.90	\$106.57	1/1/21	12/31/21	\$25.37	3%	
S. Carter Senior Project Manager - Env	\$49.78	\$108.60	\$190.05	1/1/18	12/31/18	\$45.25		
	\$51.27	\$111.86	\$195.75	1/1/19	12/31/19	\$46.61	3%	
	\$52.81	\$115.21	\$201.62	1/1/20	12/31/20	\$48.01	3%	
	\$54.39	\$118.67	\$207.67	1/1/21	12/31/21	\$49.45	3%	
T. Ballard Senior Geologist	\$58.17	\$126.91	\$222.10	1/1/18	12/31/18	\$52.88		
	\$59.91	\$130.72	\$228.76	1/1/19	12/31/19	\$54.47	3%	
	\$61.71	\$134.64	\$235.62	1/1/20	12/31/20	\$56.10	3%	
	\$63.56	\$138.68	\$242.69	1/1/21	12/31/21	\$57.78	3%	

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

NOTES:

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

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Crawford Associates Inc.

Contract No. _____

Date 12/12/17**DIRECT LABOR**

Classification/Title	Name	Hourly Range	Hours	Actual Hourly Rate	Total
Principal	R. Sowers	60-90	306	\$65.00	\$19,890.00
Senior Project Manager	E. Nichols	50-80	684	\$51.99	\$35,561.16
Senior Geotechnical Engineer	B. Crawford	50-80	216	\$60.09	\$12,979.44
Senior Geologist/Engineer	Various	40-70	72	\$43.77	\$3,151.44
Project Engineer II	Various	30-60	504	\$36.00	\$18,144.00
Project Engineer I	Various	30-60	432	\$32.69	\$14,122.08
Staff Engineer	Various	20-50	144	\$26.00	\$3,744.00
Drafter	Various	20-50	144	\$23.50	\$3,384.00
Admin	Various	17-38	180	\$23.22	\$4,179.60
					\$0.00
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LABOR COSTS

2682

a) Subtotal Direct Labor Costs

\$115,155.72

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

\$0.00

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

\$115,155.72

FRINGE BENEFITSd) Fringe Benefits (Rate: 42.00%)

e) Total Fringe Benefits

[(c) x (d)] \$48,365.40

INDIRECT COSTSf) Overhead (Rate: 135.00%)

g) Overhead [(c) x (f)] \$155,460.22

h) General and Administrative (Rate: 20.00%)

i) Gen & Admin [(c) x (h)] \$23,031.14

j) **Total Indirect Costs [(e) + (g) + (i)]** \$226,856.77**FEE (Profit)**q) (Rate: 10.00%)k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)** \$34,201.25

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$15,030.90
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.			\$207,306.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$222,336.90
TOTAL COST [(c) + (j) + (k) + (p)]			\$598,550.64

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

ITEMIZATION - OTHER DIRECT COSTS (ODC)

Description

l) Travel/Mileage Costs (supported by consultant actual costs)			
	Unit(s)	Unit Cost	Total
Mileage	16740	\$0.535	\$8,955.90
Per Diem	41	\$150.000	\$6,075.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal (l)	\$15,030.90
m) Equipment Rental and Supplies (itemize)			\$0.00
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal (m)	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	Unit(s)	Unit Cost	Total
Permits	18	\$167.000	\$3,006.00
Lab Testing	18	\$2,200.000	\$39,600.00
Lab Testing (ADL)	0	\$0.000	\$0.00
Drill Rig - DBE	1	\$40,500.000	\$40,500.00
Drill Rig - non DBE	1	\$108,000.000	\$108,000.00
Traffic Control - DBE	1	\$16,200.000	\$16,200.00
	0	\$0.000	\$0.00
	0	\$0.000	\$0.00
	0	\$0.000	\$0.00
		Subtotal (n)	\$207,306.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
	Unit(s)	Unit Cost	Total
			\$0.00

Subtotal (c) \$0.00
\$0.00

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 Crawford Associates Inc. Contract No. _____ Date 12/12/17

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$115,155.72	2682	=	\$42.94	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	\$42.94	+	3%	=	\$44.22	Year 2 Avg Hourly Rate
Year 2	\$44.22	+	3%	=	\$45.55	Year 3 Avg Hourly Rate
Year 3	\$45.55	+	3%	=	\$46.92	Year 4 Avg Hourly Rate
Year 4	\$46.92	+	3%	=	\$48.33	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%	*	2682.0	=	2682.0	Estimated Hours Year 1
Year 2	0.00%	*	2682.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	2682.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	2682.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2682.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2682.0	

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	\$42.94	*	2682	=	\$115,155.72	Estimated Hours Year 1
Year 2	\$44.22	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$45.55	*	0	=	\$0.00	Estimated Hours Year 3

Local Assistance Procedures Manual

Exhibit 10-H

Year 4	\$46.92	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$48.33	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$115,155.72	
	Direct Labor Subtotal before Escalation			=	\$115,155.72	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Attachment C – Consultant Contract DBE Information (Exhibit 10-O2)

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County 2. Contract DBE Goal: 5%
 3. Project Description: Storm Damage OnCall
 4. Project Location: Humboldt County
 5. Consultant's Name: Crawford & Associates, Inc 6. Prime Certified DBE: 7. Total Contract Award Amount: \$600,000
 8. Total Dollar Amount for ALL Subconsultants: \$164,700 9. Total Number of ALL Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic control equipment	38612	Yolanda's Traffic Control, 280 Newhall Street, SF, CA 94124, 415-647-2682	\$1,000
Traffic control services	42433	Traffic Control Pros, 4070 Nelson Ave. SteA Concord CA 94520 925-270-4580	\$5,200
Drilling and Sampling	37883	Woodward Drilling, 550 River Rd, Rio Vista, CA 94571, (707) 374-4300	\$10,500
Drilling and Sampling	13283	Tri-County Drilling, 9631 Candida Street, San Diego, CA 92126	\$30,000
Traffic control services	33473	CMC Traffic Control, 375 Illinois St, SF, CA 94107 415-243-8650	\$10,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>DPW 2017-006</u>		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 56,700
21. Federal-Aid Project Number: <u>on-call</u>			9.5%
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p style="text-align: right;"><i>B. D. Crawford</i> <u>12/12/17</u></p>	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature <u>Jeffrey A. Ball</u>	24. Date <u>707.445.7377</u>		
25. Local Agency Representative's Name <u>Associate Civil Engineer</u>	26. Phone		
27. Local Agency Representative's Title		15. Preparer's Signature <u>Benjamin D. Crawford</u>	16. Date <u>916 455 4225</u>
		17. Preparer's Name <u>President</u>	18. Phone
		19. Preparer's Title	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-8410 or TDD (916) 654-3980 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**Attachment D – Consultant Certification of Contract Costs and Financial
Management System (Exhibit 10-K)**

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:Consultant Firm Name: Crawford & Associates, Inc.Indirect Cost Rate: 197%*Fiscal period covered for Indirect Cost Rate developed 01/01/2016 to 12/31/2016Date of Proposal Preparation: December 12, 2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$5,500,000 and the number of states in which the firm does business is 1.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.

- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 164,700

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ NTE 598,550


Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>Yolanda's Traffic Control</u>	<u>\$ 1,000</u>
<u>Traffic Control Pros</u>	<u>\$ 5,200</u>
<u>Woodward Drilling</u>	<u>\$ 10,500</u>
<u>Tri Counties Drilling</u>	<u>\$ 30,000</u>
<u>Taber Drilling</u>	<u>\$ 58,000</u>
<u>GeoEx Drilling</u>	<u>\$ 50,000</u>
<u>SMC Traffic Control</u>	<u>\$ 10,000</u>

Consultant Certifying (Print Name and Title):

Name: Benjamin Crawford

Title: Principal

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 12/12/2017

Consultant Contact Information:

Email: ben.crawford@crawford-inc.com

Phone number: (916) 455-4225

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
 - 2) Retained in Local Agency Project Files

Attachment E – Professional Liability Insurance

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE
01/01/18

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
218216	01/01/18	12/31/18

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

On-Call Geotechnical and Engineering Services
RFQ No. DPW2017-006

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

Crawford & Associates, Inc.
1100 Corporate Way, Suite 230
Sacramento, CA 95831

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read 'David Collette', written over a horizontal line.

President

TERRA INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588 CONTACT NAME: Michelle Costa PHONE (A/C, No, Ext): (925) 660-3508 50028 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Michelle.Costa@ioausa.com INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: National Fire Insurance Co of Hartford NAIC # 20478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability (PSB0007236), Automobile Liability (PSA0002401), Umbrella Liability (PSE0003614), and Workers Compensation (5085648142).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: On-Call Geotechnical and Engineering Services All operations of the Named Insured. General Liability: County of Humboldt, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

CERTIFICATE HOLDER: County of Humboldt ATTN: Risk Management 825 Fifth Street, Room 131 Eureka, CA 95501 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Reno Caldwell

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - \$6

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2.%,

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