

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

This First Amendment to the Agreement for Consultant Services dated February 6, 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 entered into this ____ day of _____, 2019.

WHEREAS, on February 6, 2018, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of on-call professional geotechnical investigation and engineering services (“Consultant Services Agreement”); and

WHEREAS, the parties now desire to amend certain provisions of the Consultant Services Agreement in order to extend the term thereof and increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Article IV – Performance Period of the Consultant Services Agreement is hereby amended to read as follows:

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 5, 2023.
 - 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.
2. Article V – Allowable Costs and Payments of the Consultant Services Agreement is hereby amended to read as follows:

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 contract and may not exceed the scope of work under this contract.
 - P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). 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.
3. The Consultant Services Agreement is hereby amended to delete Attachment B – Cost Proposal (“Attachment B”), and replace it in its entirety with the modified version of Attachment B that is attached hereto and incorporated herein by reference. The modified version of Attachment B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
 4. The Consultant Services Agreement is hereby amended to delete Attachment D – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K) (“Attachment D”), and replace it in its entirety with the modified version of Attachment D that is attached hereto and incorporated herein by reference. The modified version of Attachment D attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
 5. Except as modified herein, the Consultant Services Agreement dated February 6, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Consultant Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

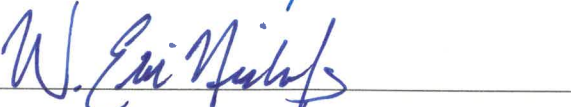
CRAWFORD & ASSOCIATES, INC.:

By: 

Date: 7/18/19

Name: Benjamin D. Crawford

Title: President / CFO

By: 

Date: 7/18/19

Name: W. Eric Nichols


Title: Vice President

COUNTY OF HUMBOLDT:

By: _____
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 08/06/2019

LIST OF ATTACHMENTS:

Attachment B – Cost Proposal (Cost Summary, Exhibit 10-H2)

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

Attachment B – Cost Proposal (Exhibit 10-H2)

EXHIBIT 10-H2 COST PROPOSAL (PAGE 1 of 3)

Note: Mark-ups are Not Allowed

Consultant Name Crawford & Associates, Inc.

Prime Consultant

Sub Consultant

Project Name Humboldt County On-Call Contract (17-417.X)

Participation Amount \$ 1,500,000.00

7/18/2019

For Combined Rate

Fringe Benefit	65.48%	+	General Admin & Overhead	131.72%	=	Combined Indirect Cost Rate (ICR)	197.20%
FEE % =							10%

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			
Richard Sowers Principal	\$ 212.50	\$ 248.25	\$ 284.00	1/1/2019	12/31/2019	\$ 65.00		
	\$ 218.87	\$ 255.70	\$ 292.52	1/1/2020	12/31/2020	\$ 66.95	3%	
	\$ 225.44	\$ 263.37	\$ 301.29	1/1/2021	12/31/2021	\$ 68.96	3%	
	\$ 232.20	\$ 271.27	\$ 310.33	1/1/2022	12/31/2022	\$ 71.03	3%	
	\$ 239.17	\$ 279.41	\$ 319.64	1/1/2023	12/31/2023	\$ 73.16	3%	
Benjamin Crawford Principal/Sr. Project Manager	\$ 212.47	\$ 248.21	\$ 283.95	1/1/2019	12/31/2019	\$ 64.99		
	\$ 218.84	\$ 255.66	\$ 292.47	1/1/2020	12/31/2020	\$ 66.94	3%	
	\$ 225.40	\$ 263.33	\$ 301.25	1/1/2021	12/31/2021	\$ 68.95	3%	
	\$ 232.17	\$ 271.23	\$ 310.28	1/1/2022	12/31/2022	\$ 71.02	3%	
	\$ 239.13	\$ 279.36	\$ 319.59	1/1/2023	12/31/2023	\$ 73.15	3%	
Eric Nichols Senior Project Manager	\$ 178.60	\$ 208.64	\$ 238.69	1/1/2019	12/31/2019	\$ 54.63		
	\$ 183.95	\$ 214.90	\$ 245.85	1/1/2020	12/31/2020	\$ 56.27	3%	
	\$ 189.47	\$ 221.35	\$ 253.23	1/1/2021	12/31/2021	\$ 57.96	3%	
	\$ 195.16	\$ 227.99	\$ 260.82	1/1/2022	12/31/2022	\$ 59.70	3%	
	\$ 201.01	\$ 234.83	\$ 268.65	1/1/2023	12/31/2023	\$ 61.49	3%	
Steve Carrter Senior Project Manager	\$ 147.93	\$ 172.82	\$ 197.71	1/1/2019	12/31/2019	\$ 45.25		
	\$ 152.37	\$ 178.00	\$ 203.64	1/1/2020	12/31/2020	\$ 46.61	3%	
	\$ 156.94	\$ 183.34	\$ 209.75	1/1/2021	12/31/2021	\$ 48.01	3%	
	\$ 161.65	\$ 188.84	\$ 216.04	1/1/2022	12/31/2022	\$ 49.45	3%	
	\$ 166.50	\$ 194.51	\$ 222.52	1/1/2023	12/31/2023	\$ 50.93	3%	
Senior Engineer/Geologist	\$ 143.09	\$ 167.17	\$ 191.24	1/1/2019	12/31/2019	\$ 43.77		
	\$ 147.39	\$ 172.18	\$ 196.98	1/1/2020	12/31/2020	\$ 45.08	3%	
	\$ 151.81	\$ 177.35	\$ 202.89	1/1/2021	12/31/2021	\$ 46.44	3%	
	\$ 156.36	\$ 182.67	\$ 208.97	1/1/2022	12/31/2022	\$ 47.83	3%	
	\$ 161.05	\$ 188.15	\$ 215.24	1/1/2023	12/31/2023	\$ 49.26	3%	
Project Engineer II/Geologist	\$ 117.69	\$ 137.49	\$ 157.29	1/1/2019	12/31/2019	\$ 36.00		
	\$ 121.22	\$ 141.62	\$ 162.01	1/1/2020	12/31/2020	\$ 37.08	3%	
	\$ 124.86	\$ 145.86	\$ 166.87	1/1/2021	12/31/2021	\$ 38.19	3%	
	\$ 128.60	\$ 150.24	\$ 171.88	1/1/2022	12/31/2022	\$ 39.34	3%	
	\$ 132.46	\$ 154.75	\$ 177.03	1/1/2023	12/31/2023	\$ 40.52	3%	
Project Engineer I/Geologist	\$ 106.87	\$ 124.85	\$ 142.83	1/1/2019	12/31/2019	\$ 32.69		
	\$ 110.08	\$ 128.60	\$ 147.11	1/1/2020	12/31/2020	\$ 33.67	3%	
	\$ 113.38	\$ 132.45	\$ 151.53	1/1/2021	12/31/2021	\$ 34.68	3%	
	\$ 116.78	\$ 136.43	\$ 156.07	1/1/2022	12/31/2022	\$ 35.72	3%	
	\$ 120.28	\$ 140.52	\$ 160.76	1/1/2023	12/31/2023	\$ 36.79	3%	
Staff Engineer	\$ 85.00	\$ 99.30	\$ 113.60	1/1/2019	12/31/2019	\$ 26.00		
	\$ 87.55	\$ 102.28	\$ 117.01	1/1/2020	12/31/2020	\$ 26.78	3%	
	\$ 90.18	\$ 105.35	\$ 120.52	1/1/2021	12/31/2021	\$ 27.58	3%	
	\$ 92.88	\$ 108.51	\$ 124.13	1/1/2022	12/31/2022	\$ 28.41	3%	
	\$ 95.67	\$ 111.76	\$ 127.86	1/1/2023	12/31/2023	\$ 29.26	3%	
Drafting	\$ 76.83	\$ 89.75	\$ 102.68	1/1/2019	12/31/2019	\$ 23.50		
	\$ 79.13	\$ 92.44	\$ 105.76	1/1/2020	12/31/2020	\$ 24.21	3%	
	\$ 81.50	\$ 95.22	\$ 108.93	1/1/2021	12/31/2021	\$ 24.93	3%	
	\$ 83.95	\$ 98.07	\$ 112.20	1/1/2022	12/31/2022	\$ 25.68	3%	
	\$ 86.47	\$ 101.02	\$ 115.56	1/1/2023	12/31/2023	\$ 26.45	3%	
Administration	\$ 75.91	\$ 88.68	\$ 101.45	1/1/2019	12/31/2019	\$ 23.22		
	\$ 78.19	\$ 91.34	\$ 104.50	1/1/2020	12/31/2020	\$ 23.92	3%	
	\$ 80.53	\$ 94.08	\$ 107.63	1/1/2021	12/31/2021	\$ 24.63	3%	
	\$ 82.95	\$ 96.91	\$ 110.86	1/1/2022	12/31/2022	\$ 25.37	3%	
	\$ 85.44	\$ 99.81	\$ 114.19	1/1/2023	12/31/2023	\$ 26.13	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 (PAGE 2 of 2)
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant **Crawford & Associates, Inc.**

Project Name Humboldt County On-Call Contract (17-417.X)

Date 7/18/2019

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Mileage (Current IRS Rate)	18000	18000	\$ 0.58	\$10,440
Per Diem (County of Humboldt)	40	40	\$ 125.00	\$5,000
Laboratory Testing	1	1	\$ 40,000.00	\$40,000
Permit Fees	25	25	\$ 472.00	\$11,800
Misc			\$ -	\$0
			Estimated ODC Total	\$67,240
Subconsultant 1: McCullough Construction				\$60,000
Subconsultant 2: Traffic Control Pros				\$20,000
Subconsultant 3: Woodward Drilling				\$80,000
Subconsultant 4: Tri-County Drilling				\$80,000
Subconsultant 5: CMC Traffic Control				\$20,000
			Estimated ODC Total including Subconsultants	\$327,240

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL (PAGE 3 of 3)

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford

Title *: President

Signature: _____



Date of Certification: 07/18/19

Email: ben.crawford@crawford-inc.com

Phone number: (916) 455-4225

Address: 1100 Corporate Way, Suite 2330, Sacramento, CA 95831

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering

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

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

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

Consultant's Full Legal Name: Crawford & Associates, Inc.

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

Indirect Cost Rate:

Combined Rate 197.20 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2018 - 12/31/2018

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

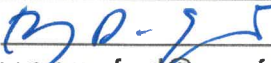
- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 8,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 12.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Benjamin D. Crawford Title**: President
 Signature:  Date of Certification (mm/dd/yyyy): 07/18/2019
 Email**: ben.crawford@crawford-inc.com Phone Number**: (916) 455-4225

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

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

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