

**AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
QUINCY ENGINEERING, INC.  
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES  
FOR THE McCANN BRIDGE PROJECT**

This contract entered into this 24 day of April, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Quincy Engineering, 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 Design Engineering and Project Development 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 James L. Foster. 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 CONSULTANT's Cost Proposal dated March 9, 2018. The approved CONSULTANT's 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 to COUNTY at least once a month. Such reports should be sufficiently detailed for COUNTY's Contract Administrator 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 April 24, 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 April 23, 2025, 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.

## **ARTICLE V – ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of One Hundred Eighty-Four Thousand Five Hundred Eighty-Nine Dollars and Seventy-Four Cents (\$184,589.74). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- D. 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 cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- Humboldt County Department of Public Works  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501
- H. The total amount payable by COUNTY including the fixed fee shall not exceed Three Million Four Hundred Thirty-Five Thousand Five Hundred Dollars (\$3,435,500.00).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### **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.

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## **ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures set forth in Title 48 of the Code of Federal 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 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR Chapter 1, Part 31, Sections 31.000, et seq., are subject to repayment by CONSULTANT to COUNTY.

## **ARTICLE VIII – RETENTION OF RECORDS/AUDIT**

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 necessary. 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 this 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; Generally Accepted Auditing Standards (GAGAS); Cost Accounting Standards (CAS), 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 percent (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 Section 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 Section 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 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) CONSULTANT has completed all work required under this contract 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) calendar 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 the work pertinent to this contract shall be subcontracted without written authorization by COUNTY’s Contract Administrator, except that, which is expressly 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. All subcontracts entered into as a result of this contract shall contain all of the applicable provisions set forth in this contract.
- E. 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 (3) 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 fair market 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>.)

## **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.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from 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.

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## **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 made or 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.

## **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) calendar 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 fourteen percent (14%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are 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.
- 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.

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## **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 deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY's governing board of unresolved claims or disputes, other than audit. 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 personnel 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 any and all applicable Division of Occupational Safety and Health (CAL-OSHA) permits, 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 (5) 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 construction management operations, blanket contractual liability, broad form endorsement, a construction management 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 (1) incident, subject to a deductible of not more than Twenty-Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. 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, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
  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), subject to a deductible not to exceed Twenty-Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. 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) calendar days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) 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 (\$100,000.00) 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: Quincy Engineering, Inc.  
Attention: James L. Foster, Project Manager  
11017 Cobblerock Drive, Suite 100  
Rancho Cordova, California 95670

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. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this contract due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.
- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

#### **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. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project 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 in excess of Twenty-Five Thousand Dollars (\$25,000.00) 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 in excess of Twenty-Five Thousand Dollars (\$25,000.00) 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 and information 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 (1) 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. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.



- F. 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 (1) 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: Quincy Engineering, Inc.  
Attention: James L. Foster, Project Manager  
11017 Cobblersrock Drive, Suite 100  
Rancho Cordova, California 95670

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

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### **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, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- 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 by its signature below 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 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.

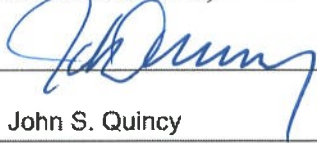
[Signatures on Following Page]

**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.

**QUINCY ENGINEERING, INC.:**

By:   
Name: John S. Quincy

Date: 4/4/18

Title: President

By: 

Date: 4/4/18

Name: Steve Mellon


Title: Secretary

**COUNTY OF HUMBOLDT:**

By:   
Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

Date: 4/27/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 4/10/18

**LIST OF ATTACHMENTS:**

- Attachment A – Scope of Work
- Attachment B – Cost Proposal & Work Schedule
- Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)
- Attachment D – Consultant Contract DBE Commitment (Exhibit 10-02)
- Attachment E – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)
- Attachment F – Liability Insurance

**ATTACHMENT A  
SCOPE OF WORK**



Holmes-Larabee Bridge and McCann Bridge Projects

Exhibit A – McCann Scope of Work

TABLE OF CONTENTS

PHASE 1 – PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENT..... 6
TASK 1 – Preliminary Engineering ..... 6
TASK 1.1 - PROJECT MANAGEMENT & COORDINATION ..... 6
TASK 1.2 - PRELIMINARY ENGINEERING ..... 8
Task 1.2.1 – Basis of Design ..... 8
Task 1.2.2 – Preliminary Roadway Alternatives & Detour Plans ..... 8
Task 1.2.3 - Advanced Planning Studies & Type Selection Report ..... 9
Task 1.2.4 – Value Engineering Evaluation ..... 12
Task 1.2.5 – Public Outreach ..... 13
Task 1.2.6 – Project Report ..... 16
TASK 1.3 - HYDROLOGY & HYDRAULIC STUDIES..... 17
Task 1.3.1 - Project Management and Meetings ..... 17
Task 1.3.2 - Data Review..... 17
Task 1.3.3 - Field Reconnaissance ..... 18
Task 1.3.4 - Hydrologic Analysis ..... 18
Task 1.3.5 - Hydraulic Analysis ..... 18
Task 1.3.6 - Location Hydraulic Study..... 19
Task 1.3.7 - Scour Analysis..... 19
Task 1.3.8 - Dry Weather Flow and Bypass ..... 19
Task 1.3.9 - Bridge Design Hydraulic Study ..... 20
TASK 1.4 - GEOTECHNICAL INVESTIGATION ..... 21
Task 1.4.1 - PRELIMINARY FOUNDATION MEMORANDUM ..... 21
Task 1.4.2 - INITIAL SITE ASSESSMENT (ISA) ..... 23
Task 1.4.3 - AERIAL DEPOSITED LEAD EVALUATION ..... 24
TASK 1.5 - SURVEY & BASE MAPPING..... 25
TASK 2 - ENVIRONMENTAL DOCUMENT ..... 27
TASK 2.1 – ENVIRONMENTAL MANAGEMENT AND PRELIMINARY ENGINEERING SUPPORT 33
Task 2.1.1 – Project Management/ Coordination ..... 33
Task 2.1.2 – Project Kick-Off Meeting/Prepare Preliminary Environmental Study (PES) Form, Assist with Area of Potential Effects Map, and Attend Agency Field Review ..... 33



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

Task 2.1.3 – Prepare Project Description and Purpose and Need..... 34

Task 2.1.4 – Conduct Preliminary Environmental Constraints Analysis ..... 34

Task 2.1.5 – Geotechnical Investigation Permitting and NEPA Approval Support (IF REQUIRED)..... 35

**TASK 2.2 – TECHNICAL STUDIES ..... 36**

Task 2.2.1 – Prepare the Natural Environmental Study Report ..... 36

Task 2.2.2 – Prepare Wetland Delineation Report..... 37

Task 2.2.3 – Prepare Biological Assessment/Essential Fish Habitat Assessment for Listed Salmonids ..... 38

Task 2.2.4 – Conduct Hydroacoustic Analysis ..... 39

Task 2.2.5 – Prepare Biological Assessment for Northern Spotted Owl and Marbled Murrelet ..... 40

Task 2.2.5.1 – Conduct Habitat Assessment ..... 40

Task 2.2.5.2 – Prepare Biological Assessment..... 40

Task 2.2.6 – Prepare Archaeological Survey Report/Historical Property Survey Report .. 41

Task 2.2.7 – Conduct Extended Phase I Investigation for Cultural Resources (If required) ..... 43

Task 2.2.8 – Prepare Visual Impact Assessment – Moderate Level Report ..... 45

Task 2.2.9 – Prepare Wild and Scenic River Consistency Determination Letter ..... 46

Task 2.2.10 – Prepare Community Impact Assessment Report (IF REQUIRED) ..... 47

Task 2.2.11 – Prepare Construction Noise Memorandum (IF REQUIRED) ..... 48

Task 2.2.12 – Prepare Construction Traffic Memorandum (IF REQUIRED)..... 49

Task 2.2.13 – Prepare Historical Resources Evaluation Report (IF REQUIRED)..... 49

Task 2.2.14 – Prepare California State Lands Memo..... 50

**TASK 2.3 – ENVIRONMENTAL DOCUMENT ..... 51**

Task 2.3.1 - Prepare the Notice of Preparation and Conduct Public Scoping ..... 51

Task 2.3.2 - Prepare Administrative Draft Environmental Impact Report / Environmental Assessment..... 52

Task 2.3.3 - Prepare Public Draft Environmental Impact Report / Environmental Assessment..... 54

Task 2.3.4 - Prepare Public Notices and Circulate DEIR/EA..... 54

Task 2.3.5 - Public Hearing and Notice ..... 54



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

Task 2.3.6 - Prepare Mitigation Monitoring and Reporting Plan ..... 55

Task 2.3.7 - Prepare Final EIR and EA/Finding of No Significant Impact / Coordinate Project Approval..... 55

Task 2.3.8 - Prepare Findings of Fact..... 56

**PHASE 2 – FINAL DESIGN AND RIGHT OF WAY..... 57**

**TASK 1.1 - PROJECT MANAGEMENT & COORDINATION ..... 57**

**TASK 3 - RIGHT-OF-WAY CERTIFICATION ..... 59**

**TASK 4 - FINAL DESIGN AND ENGINEERING SERVICES ..... 61**

**TASK 4.1 – FINAL REPORTS, DESIGN & SUBMITTAL OF 65% PLANS (UNCHECKED DETAILS) 62**

        Task 4.1.1 – Final Reports..... 62

        Task 4.1.2 – Design and 65% Plans..... 64

**TASK 4.2 - INDEPENDENT DESIGN CHECK ..... 67**

**TASK 4.3 - SPECIFICATIONS..... 67**

**TASK 4.4 - CONSTRUCTION QUANTITIES & ESTIMATE ..... 67**

**TASK 4.5 - QUALITY CONTROL & CONSTRUCTIBILITY REVIEW ..... 68**

**TASK 4.6 - SUBMITTAL OF 95% (DRAFT) PS&E ..... 68**

**TASK 4.7 - DRAFT 100% PS&E..... 69**

**TASK 4.8 - FINAL 100% PS&E (FINAL SUBMITTAL)..... 69**

**TASK 5 - ENVIRONMENTAL PERMITTING ..... 70**

**TASK 5.1 - CLEAN WATER ACT SECTION 404 PERMIT (U.S. ARMY CORPS OF ENGINEERS)... 70**

**TASK 5.2 - CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION (NORTH COAST REGIONAL WATER QUALITY CONTROL BOARD) ..... 71**

**TASK 5.3 - CALIFORNIA FISH AND GAME CODE SECTION 1602 STREAMBED ALTERATION AGREEMENT (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE)..... 71**

**TASK 5.4 - PREPARE PUBLIC AGENCY GENERAL LEASE APPLICATION (STATE LANDS COMMISSION) ..... 72**

**TASK 6 - BID ASSISTANCE ..... 73**

**PHASE 3 – CONSTRUCTION ..... 74**

**TASK 1.1 - PROJECT MANAGEMENT & COORDINATION ..... 74**

**Task 7 – CONSTRUCTION DESIGN ASSISTANCE ..... 75**





**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

**SCOPE OF WORK**

The Holmes-Larabee and McCann bridges are low water crossing bridges separated by 10 river miles on the Eel River. These bridges need to be replaced with full height-full service bridges for public safety. The projects are funded through the federal Highway Bridge Program (HBP) administered by Caltrans. They will be developed concurrently and on the same timeline because of the similar location and setting. Each bridge is an independent Federal Aid Project with its own federal bridge project number. This scope of work covers the McCann bridge replacement project (BRLO-5904(147)).

The Quincy Engineering Inc. (QEI) Team will provide specified professional consulting services necessary to develop contract documents leading to the construction of the McCann Bridge (04C-0172) Project ("Project"). These Services shall include an alignment alternatives analysis, preparation and submittal of bridge type selection, constructability, geotechnical investigation, hydraulics analysis and engineering design reports. In addition, the QEI Team will also be responsible for:

1. Preparing and submitting specified environmental studies and documentation relating the Project, including initiating the environmental process by completing and submitting a Preliminary Environmental Study ("PES") form and attending a field review with County and California Department of Transportation ("Caltrans") staff. Environmental services will include the appropriate studies and documents for compliance with both the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA"), including project implementation scenarios and the description of how construction activities will occur.
2. Preparing the final design; Plans, Specifications, and Estimate (PS&E) documents; Environmental Permitting Support, and RW acquisition support.
3. Providing design services during construction.

The QEI Team shall comply with all local, state and federal laws, regulations, rules and standards applicable to the services set forth in the Consultant Services Agreement.

The approach to this project is to complete the project in three phases:

- Phase 1 – Will complete the preliminary engineering and environmental documents;
- Phase 2 - Will complete the Right of way, final design, and PS&E
- Phase 3 – Will provide design support during construction

The initial Total Contract Amount will cover Phase 1, 2, and 3. This approach is commonly taken with HBP projects of this size and complexity statewide. Phase 1 of the project is assumed to take 36 months with data acquisition, alignment alternatives analysis and type selection taking 12 months, and environmental technical studies and environmental document development taking 24 months. Phase 2 of the project is expected to take 24 months. Phase 3 is expected to take 24 months.



The following tasks will be performed by the Quincy Engineering Team for the design of a new bridge and approach roadways:

Phase 1

- Prepare Basis of Design, Alignment Alternatives Analysis, Bridge Type Selection, Cost Estimates, and Project Report;
- Hydraulic studies in accordance with Caltrans LAPM;
- Geotechnical tests and a material sampling and geotechnical design report for the bridge and approach roadways in accordance with Caltrans *Local Assistance Procedures Manual* (LAPM);
- Aerial LIDAR surveys, site surveys, hydraulic cross sections, and property boundary determination
- Develop CEQA/NEPA Environmental Documents, technical studies and regulatory permits;

Phase 2

- Complete the geotechnical tests and a materials sampling, geotechnical design report and final hydraulics reports for the final bridge design and approach roadways in accordance with Caltrans *Local Assistance Procedures Manual* (LAPM);
- Develop detailed plans, specifications, pay item quantities, cost estimates and structural calculations pursuant to Caltrans methods,
- Develop an Independent structural and roadway check;
- Coordinate temporary and permanent relocation of utilities;
- Support Humboldt County's Right of Way Acquisition and permit acquisition efforts;
- Coordinate with Humboldt County's Project Manager.
- Provide bid support

Phase 3

- Provide design assistance during construction including response to RFIs, shop plan review, construction meeting phone conferences, and occasional site visits.

This scope of work has been developed for the McCann bridge with the understanding that each bridge project will be developed together and on the same timeline for each task. As such concurrent development efficiencies are anticipated and included within this cost estimate. If it becomes necessary to develop the projects on separate timelines, a contract amendment will be required.

Invoices will be submitted separately for each project since each bridge has a specific Federal Highway Bridge Project number.



## PHASE 1 – PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENT

### TASK 1 – PRELIMINARY ENGINEERING

#### TASK 1.1 - PROJECT MANAGEMENT & COORDINATION

The Humboldt County Department of Public Works Deputy Director, Tony Seghetti will serve as the contract manager and direct liaison between the QEI Team and Caltrans District 1 Division of Local Assistance. The QEI Team Project Manager, Jim Foster, shall be responsible for project management activities throughout the term of the final Consultant Services Agreement, which include, but are not limited to, coordinating and being responsible for scheduling meetings, managing the Project schedule, preparing and distributing meeting minutes, conducting field reviews, tracking action items for the County, the QEI Team and its subconsultants, and preparing submissions for the County to submit to Caltrans Local Assistance.

Quincy Engineering, Inc. (QEI) will provide Project Management tasks which includes coordination with the County, Team management, deliverable development tracking, Team and stakeholder communication, and project progress and budget reporting. QEI will develop, track, and lead the following project management tasks:

- **Project Coordination** – The QEI project manager and project engineers will provide team coordination and project development facilitation throughout the project development Phase 1. This is expected to consist of phone calls, e-mails, etc. as needed to assure the project team, sub consultants, and stakeholders are understanding of the project challenges, constraints, and possible solutions. Action Items will be tracked and progress updates provided.
- **Kick Off Meeting** - A kick-off meeting will be held after the notice to proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members. A meeting agenda, meeting handouts, meeting summary, and action item list will be developed.
- **Project Meetings** - Project team meetings will be conducted monthly to review project progress and next steps. Subconsultants will participate in Project Team meetings by teleconference when appropriate. Once, every quarter, in-person project meetings will be conducted at the County office and will include the team’s Project Manager and Bridge and Roadway Project Engineers. A meeting agenda,



## Holmes-Larabee Bridge and McCann Bridge Projects

### Exhibit A – McCann Scope of Work

meeting handouts, meeting summary, and action item list will be developed. GoToMeeting or Skype will be used to facilitate the project meetings.

- **Field Review Meetings** – Two field review meetings are anticipated. The first field review meeting will be conducted with CT Local Assistance to review the project Need, Purpose and Alternatives to be studied. It will include a draft of the Preliminary Environmental Study Form (PES) as well as the Field Review Meeting Forms 7A and 7B. The Second field review meeting will be to review the preferred alternative with the Resource Agencies, CT Local Assistance, and the Project Development Team. It will include an updated Preliminary Environmental Study Form (PES) as well as the Field Review Meeting Forms 7A – 7D.
- **Public Meetings** – (See Task 1.2.5)
- **Critical Path Schedule** – The project development schedule will be developed in MS Project, identify the critical path items, and be updated monthly.
- **Invoices, Budget Tracking, Progress Reports, and Look-Ahead Summaries** - Monthly Invoices, Budget Tracking, Progress Reports, and Look-Ahead Summaries will be developed monthly and provided with each invoice. All subconsultants will provide monthly invoices and progress reports. A sample of the monthly invoice, summary forms, and progress report will be provided to the County for review, comment, and adjustment as requested.
- **HBP Assistance** - Assistance with the development of the HBP forms and information as well and facilitation of the processing with Caltrans Local Assistance will be provided. This is expected to include:
  - Field Review Form (7A-7D),
  - Development of the full HBP Programming Forms (6A-6D) both during project initiation and following completion of the draft Project Report.
  - Development of a programming summary letter for the County Board of Supervisors.

#### Deliverable:

- Project Coordination and Action Item Tracking
- Project Critical Path Schedule and Monthly Schedule updates
- Project Invoices, Budget Tracking, Progress Reports and Look-Ahead Summaries
- HBP assistance - Field Review forms (7A-7D) and Programming forms (6A-6D)
- Draft and Final Programming Summary Letter

#### Meeting(s):

- Project Kickoff Meeting (1) In-person progress meetings (8) and Monthly Meetings (24)
- Field Review Meetings (2)
- HBP Form review phone conference
- Draft programming summary letter review phone conference

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work****TASK 1.2 - PRELIMINARY ENGINEERING**

The preliminary engineering services provided as part of Task One will generally consist of performing technical and economic analyses of select bridge types. Task One will culminate in a preliminary engineering report that will be submitted to Caltrans to document the bridge type selection for review and concurrence. The QEI Team shall gather information from community stakeholders within Project limits. These may include public utility companies, community service districts, and private utility services. The QEI Team shall perform technical and economic analysis to select the appropriate, most cost-effective alignment and bridge type for the crossing. The QEI Team shall prepare and submit a type selection report that sets forth the general plans and preliminary cost estimates for each option. The type selection report shall summarize and reference the other studies conducted as part of Task One. At a minimum, options for bridge type to be considered are: cast in place, pre-stressed (CIP/PS) concrete box girder; steel girder, composite deck; and steel truss, concrete deck.

*Task 1.2.1 – Basis of Design*

QEI will develop the Basis of Design document to summarize project design criteria and standards. This basis of design will be used to determine the roadway geometric design standards including design speed, widths, grades, cross slopes, sight distances and sight distance among others. A basis of design will also be developed for the bridge and include site specific elements associated with drainage, seismic, hydraulic and other element requirements. The basis of design will be developed in close coordination with the County.

**Deliverable:**

- Roadway and Bridge Basis of Design

**Meeting(s):**

- Basis of design review phone conference

*Task 1.2.2 – Preliminary Roadway Alternatives & Detour Plans*

QEI will develop:

- **Alternatives Analysis** - Three permanent and one detour alignment options utilizing the LIDAR initial base mapping survey information will be developed. It is expected that each alternative will meet the basis of design criteria identified in Task 1.2.1. Right-of-way, safety, utility, environmental, and other potential impacts may determine that one alignment is preferred over the other. Considerations shall include prior alignment studies, design, right-of-way, environmental, detour routes, construction staging, economic, and safety issues. For alternatives analysis, a single CIP/PS concrete box girder bridge type will be used at each potential crossing location. Consideration of material delivery

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

restrictions on the existing roads will be made. Utilizing the railroad for material delivery or transport across the gravel bars will be investigated.

- **Plan and Profile Drawings** - Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative analyzed. Each alternative will be clearly defined (e.g., Alternative A, B, C) and all aspects of each alternative analyzed will be discussed separately for ease of reference in the project report and environmental documents.
- **Cost Estimate** - An “Engineers Opinion of Probable Construction Cost” will be prepared for each roadway Alignment alternative analyzed and will include appropriate contingency factors for this level of design. For purposes of the alternatives analysis, the bridge crossing will be assumed to be a CIP/PS Concrete Box Girder Bridge. The actual bridge type for the preferred alignment will be evaluated following the selection of the preferred crossing location.
- **Roadway Construction Schedule** - A roadway construction schedule will be developed for each alignment alternative analyzed for use in determining construction duration and impacts associated with construction season windows and other constraints.
- **Utility Letter A** - Utility Letter A will be developed, with contact information provided by the County, to identify existing utilities within the project area. The site mapping will be supplemented with as-built data received from the utility companies within the project area.

**Deliverable:**

- Plan and Profile drawings for Alignment Alternative A, B, and C; and one detour.
- Cost Estimate for Alignment Alternative A, B, and C; and one detour.
- Construction Schedule for Alignment Alternative A, B, and C; and one detour.
- Utility Letter A

**Meeting(s):**

- Alignment alternative concept review phone conference
- Alignment alternative plans and profile review
- Alignment alternative cost and construction schedule review phone conference
- Utility Letter A review phone conference

**Task 1.2.3 - Advanced Planning Studies & Type Selection Report**

QEI in association with Morrison Structures and MGE will develop Advance Planning Studies (APS) for three bridge types based on the final base mapping information, preliminary geotechnical report, preliminary hydraulic analysis and the preliminary environmental findings as follows:

- Cast in place, pre-stressed concrete box girder;
- Steel girder, composite deck; and,
- Steel truss, concrete deck.

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work**

Substructures types to be considered will include columns or pier walls founded on:

- Driven Steel Piles,
- Cast-In Drilled Hole Piles,
- Spread Footings

The appropriate bridge structure type will be dictated by public safety, traffic handling, constructability, site constraints, environmental and hydraulic concerns, aesthetics, right-of-way, and economics. The Planning studies will be developed for the alignment alternative the County and QEI Team identifies as the preferred alignment. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County's review and type selection approval. The APS & Type Selection Report will include:

- **Advance Planning Studies** - Feasible alternative bridge types (plan, elevation, and section views), span arrangements, and construction methods.
- **Bridge Type Comparison** - A comparison and description of the advantages and disadvantages of each alternative.
- **Bridge Cost Estimate** - An "Engineer's Opinion of Probable Construction Cost" for each alternative will be developed.
- **Bridge Construction Schedule** - An approximate construction schedule for each alternative
- **Preferred Bridge Type** - Our Team's recommendation as to which of the alternatives is the most appropriate for the site.

**Morrison Structures Inc. (MSI)** will develop a bridge APS, cost estimate, and estimated construction schedule for one of the bridge types considered at the preferred crossing location. This will include information regarding construction means and methods, access and staging requirements, and construction duration of both the substructure and superstructure construction.

**MGE** will develop a bridge APS, cost estimate, and estimated construction schedule for one of the bridge types considered at the preferred crossing location. This will include information regarding construction means and methods, access and staging requirements, and construction duration of both the substructure and superstructure construction.

**QEI** will provide a visual rendering of each bridge type considered based in the planning studies. The rendering will be based on a still photo type from a 20-45-degree aerial vantage point. This is needed for the Visual Impact Assessment described in Task 2.7.





**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

**Deliverable:**

- Alignment Alternatives Analysis
  - APS for Alignment Alternatives A, B, and C (CIP/PS Concrete Box Girder); and one detour alignment (QEI).
  - Bridge Cost Estimate (square foot cost basis) (QEI)
  - Bridge Construction Schedule (QEI)
- Preferred Alignment Bridge Type Selection
  - APS for the preferred alignment considering superstructure and sub structure types as follows:
    - Superstructure Types:
      - Cast in place, pre-stressed concrete box girder (QEI);
      - Steel girder, composite deck (MGE);
      - Steel truss, concrete deck (MSI).
    - Substructure Types (QEI, MGE, MSI)
      - Driven Steel Piles,
      - Cast-In Drilled Hole Piles,
      - Spread Footings
  - Bridge Cost Estimate (QEI, MGE, MSI)
  - Bridge Construction Schedule (QEI, MGE, MSI)
  - Bridge Type Selection Report, draft and final (QEI)

**Meeting(s):**

- Alternative Alignment Analysis
  - APS concept review phone conference
  - APS Plan review phone conference
  - APS cost and construction schedule estimate review phone conference
- Preferred Alignment Bridge Type Selection
  - Superstructure and substructure concept review phone conference
  - Superstructure and substructure APS Plan review phone conference
  - APS Cost Estimate and Construction Schedule review phone conference
  - Bridge Type Selection report review phone conference



**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work*****Task 1.2.4 – Value Engineering Evaluation***

QEI in association with the County, MSI, MGE, STANTEC, WRECO, and Crawford will develop a value engineering evaluation of the project alignment alternatives. The County may also include CT Local Assistance and CT Construction staff in the value engineering evaluation. This method of value based alignment alternative selection is widely used in the industry for projects of this magnitude. VE Process is comprised of the following steps:

- Step 1 – Define performance criteria
- Step 2 – Define relative importance
- Step 3 – Rate the Project Alternatives
- Step 4 – Define Value Index
- Step 5 – Select the preferred best-value alternative

The value engineering analysis will begin with the establishment of the performance criteria and relative importance of each criterion. This will occur with the QEI Team, County, and CT D1, if available, via an in-person meeting and is expected to have a couple of iterations.

QEI will identify the roadway and bridge planning level cost estimates for each crossing alternative using a combination of square foot costs and detailed planning level cost estimates developed in Tasks 1.2.2 and 1.2.3. It is anticipated that a best fit bridge type will be identified in Task 1.2.3 and that each alternative will meet the basis of design criteria identified in Task 1.2.2.

The QEI Team, County, and CT D1, if available, will meet again to rate each alternative, relative to each other, for each criterion via a phone conference and is expected to have a couple of iterations.

Once the relative ranking occurs, the weighted performance score is established and the value index calculated by dividing the performance score by the alternative cost. The alignment alternative with the highest value index is considered the best value alternative. Then the project team will select a preferred alternative.

This process will be described and documented in a Value Engineering Analysis Memo.

**Deliverable:**

- Value Engineering Analysis Memo, draft and final

**Meeting(s):**

- Value Engineering focus meeting at Humboldt County office
- Value Engineering Analysis Memo review phone conference.

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work***Task 1.2.5 – Public Outreach*

This project has the potential to be controversial based on its location, size, and perceived impacts. Three public meetings will be conducted:

**Advance Public Outreach** – Public outreach in advance of the kickoff public meeting is needed. This will include developing draft public mailers for the county to send out as well as phone calls to stakeholders and landowners in the project vicinity.

**Kick-off public input meeting** – The purpose of this meeting is to introduce the public to the project. The primary goal is to let them know funding for the project has been approved and project studies will begin. Informing the public of the purpose and need for the project, Federal Grant funding requirements and limitations, and seek input early in the process. A brief presentation with breakout stations for focused questions related to process/schedule, crossing locations/roadway, and bridge types is expected. Comment forms will be provided and comments received from the meeting will be summarized and provided to the project development team. The Kick-off public meetings are anticipated to be held together for both projects. It is anticipated that the meeting will be held at the Redcrest Grange.

**Project Website** – WRECO will host a project website for the McCann Bridge Project that will contain project information to increase project understanding by the public. It is anticipated that:

- A link to the website will be posted on the County’s website and the public will be directed there to access it.
- The project information to be posted will be approved by the County in advance of posting.
- The County, QEI, and the Project Team will be providing WRECO with most of the information to be posted.
- It is assumed that typical information will be posted and special items such as videos will not be needed.
- WRECO anticipates that the website will be active for the Engineering Phase which is assumed to last 5 years.
- The website for the project will be developed using available guidelines with the intent of meeting the requirements of Title II of the ADA, and WCAG 2.0 Level AA for on-line information.
- The County’s ADA website coordinator will review the website for conformance with the requirements of Title II of the ADA and WCAG 2.0 requirements.
- Documents provided to WRECO will be provided in PDF format and already made ADA accessible. WRECO can convert the Word files to

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

accessible PDF format for an additional cost, depending on the size and number of documents. This will be charged on a time-and-materials basis.

- WRECO will perform up to two updates for each website per year for up to five years.
- WRECO's consultant will assist in reviewing and complying with the Title II of the ADA and WCAG 2.0 requirements. Reviews will be performed once a year or as-needed depending on changes or updates to the regulations, for up to five years.
- The County and the Project Team will provide comments in a timely manner to WRECO.

**Public Workshop Meeting** – Following development of the draft technical studies, crossing location alternatives, bridge advance planning studies, preliminary environmental impacts assessment, another public information meeting will be conducted. A brief presentation with breakout stations for focused questions related to process/schedule, crossing locations/roadway, and bridge types is expected. At this meeting the visual renderings will be provided. Additionally, a video will be presented showing the “front-runner” alternative. This video will include a fly over of the site with the “front runner” project alternative depicted on it as well as a drive through from a driver’s vantage point. This vision of the project has proven very valuable to the public since a “video is worth ten thousand words” and greatly enhances understanding of the project. Comment forms will be provided and comments received from the meeting will be summarized and provided to the project development team. It is understood that the County will post some or all of the information presented at the meeting on the County’s website. The Public Workshop is expected to be held separately for each project. This meeting will serve as the “Public Notice of Preparation” for the environmental process. It is anticipated that the meeting will be held at the Redcrest Grange.

**Public Hearing** – During the draft environmental document review and approval process, a public hearing will be conducted (see task 2.3.5). It is anticipated that the public Hearing will be conducted at a County Board of Supervisors meeting.

It is anticipated that three team members from QEI (Project Manager, Bridge Project Engineer, Road Project Engineer) will be present for the three meetings. One member from STANTEC will be present at the first two meetings and the Public Hearing. We expect the County team will be present and actively engaged in the meeting presentation and workshop breakout areas fielding questions and providing information and clarifications with the QEI team. At the first two meeting a sign in sheet, comment summary form, and project information handouts will be provided.

**Deliverable:**

- Advance Public Outreach mailer



**Holmes-Larabee Bridge and McCann Bridge  
Projects**

**Exhibit A – McCann Scope of Work**

- Kick-off public meeting sign in sheet, presentation, display boards, comment summary forms, and meeting summary
- Project Website
- Public Workshop sign-in sheet, presentation, display boards, concept video, comment summary form, and meeting summary
- Public Hearing attendance

**Meeting(s):**

- Kick-off meeting at Redcrest Grange
- Public Workshop at the Redcrest Grange
- Public Hearing at the Humboldt County Board of Supervisors meeting location.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

*Task 1.2.6 – Project Report*

QEI will develop a Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary Right-of-Way information
- Utility relocation/protection information
- Preliminary construction staging & detour requirements
- Preliminary alignment alternatives considered
- Value Engineering Analysis Memo
- Bridge APS drawings
- Bridge Type Selection Report
- APS discussion and evaluation
- Summary of environmental studies
- Construction cost estimate for each alternative
- Alignment and bridge type selection recommendation
- Schedule to complete final design & construction
- 35% Plans of the preferred alternative

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated into the final report. Final design will occur upon concurrence by the County and Caltrans, and approval of the environmental documents by the County/Caltrans/FHWA. The approved report will become the basis for the project’s final design.

**Deliverable:**

- Project Report, Administrative Draft, Draft, and Final Draft

**Meeting(s):**

- Administrative Draft, Draft, and Final Draft Project Report review phone conferences



### TASK 1.3 - HYDROLOGY & HYDRAULIC STUDIES

The hydraulic study services provided as part of Task One will generally consist of the following:

1. Reviewing and gathering available hydrologic and hydraulic data pertaining to the Project area;
2. Preparing a Location Hydraulic Study and Summary Floodplain Encroachment Report pertaining to the Project area in accordance with the Caltrans Environmental Handbook, Volume I, Chapter 17 - Floodplains.
3. Conducting scour and erosion analysis within the Project area; and
4. Drafting and submitting a final Hydraulic Study Report pertaining to the Project area.

For the Design Engineering and Environmental Services for McCann Bridge Project (Project), WRECO will be responsible for preparing the Location Hydraulic Study and Bridge Design Hydraulic Study. WRECO will provide the Project Team's structural engineers with necessary hydraulic data for their bridge structure and foundation design.

#### *Task 1.3.1 - Project Management and Meetings*

WRECO will attend the Project kickoff meeting with the Humboldt County (County) and the Quincy Engineering Project Team (Project Team). WRECO will attend two (2) coordination meetings at the Project Team's Rancho Cordova office. WRECO will also participate in six (6) conference calls with the County and Project Team staff. WRECO will provide QEI monthly invoices and progress reports for the Project.

#### **Deliverable:**

- Monthly invoices and progress reports

#### **Meeting(s):**

- Kick-off meeting at the project site
- Coordination meeting at QEI office
- Coordination meeting conference calls (6)

#### *Task 1.3.2 - Data Review*

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Eel River, topographic survey, available cross-sections, County and Caltrans Bridge Inspection Reports, as-built data, and maintenance records for the Project site. Historic flood record information will also be considered and incorporated into the analysis.

#### **Deliverable:**

- Not Applicable (Included in other documents)

#### **Meeting(s):**

- Not Applicable

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work*****Task 1.3.3 - Field Reconnaissance***

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

**Deliverable:**

- Not Applicable (Included in other documents)

**Meeting(s):**

- Field reconnaissance at project site

***Task 1.3.4 - Hydrologic Analysis***

WRECO's preliminary research of the FEMA's FIS indicated that there is no detailed study available at the bridge site. However, FEMA information is available for the downstream near Holmes-Larabee bridge. The FEMA design flows can be extrapolated using the available design flows for the downstream areas. WRECO will research the data from the two United States Geological Survey (USGS) instream gaging stations and perform a flood-frequency analysis. The design flows of the site can be interpolated from the flows at the gaging stations. The 1964 Flood of Record data should also be interpolated and for possible hydraulic model calibration.

The hydrologic analyses shall use at least two (2) different methods for the river crossing, the U.S. Geological Survey (USGS) Regional Regression Method and the flood flow frequency analysis using the available USGS gaging station flow data for streams in the area. The analysis will include the  $Q_{10}$ ,  $Q_{25}$ ,  $Q_{50}$ , and  $Q_{100}$  events.

**Deliverable:**

- Not Applicable (Included in other documents)

**Meeting(s):**

- Not Applicable

***Task 1.3.5 - Hydraulic Analysis***

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition including the limits and water surface profiles through the study area for the  $Q_{10}$ ,  $Q_{25}$ ,  $Q_{50}$ ,  $Q_{100}$ , Flood of Record (1964) and overtopping flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

WRECO will model the preferred alignment and preferred bridge alternative for the new crossing developed by the Team and will determine proposed water surface profiles through the study area.

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work****Deliverable:**

- Existing condition  $Q_{10}$ ,  $Q_{25}$ ,  $Q_{50}$ ,  $Q_{100}$  water surface elevations for Alignment Alternatives A, B, and C
- Proposed condition  $Q_{10}$ ,  $Q_{25}$ ,  $Q_{50}$ ,  $Q_{100}$  water surface elevations

**Meeting(s):**

- Not Applicable

*Task 1.3.6 - Location Hydraulic Study*

Based on WRECO's preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, the Project may potentially result in a significant floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, for the preferred alternative, including the Location Hydraulic Study form and Floodplain Evaluation Report Summary form to document the investigation and determine the specific impacts to the floodplain.

**Deliverable:**

- Location Hydraulic Study form and Floodplain Evaluation Report Summary form, Draft and Final

**Meeting(s):**

- Not Applicable

*Task 1.3.7 - Scour Analysis*

WRECO will perform a bridge scour analysis, for the preferred alternative, to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and *California Bank and Shore Protection Manual*.

**Deliverable:**

- Proposed condition scour analysis, draft and final

**Meeting(s):**

- Not Applicable

*Task 1.3.8 - Dry Weather Flow and Bypass*

WRECO will determine the magnitude of the dry weather flow volume, water surface elevation and work with the Project Team to develop the design concept for the dry weather flow bypass or trestle system for the preferred alternative during construction.

**Deliverable:**

- Dry weather flow volume and water surface elevation

**Meeting(s):**

- Not Applicable





**Holmes-Larabee Bridge and McCann Bridge  
Projects**

**Exhibit A – McCann Scope of Work**

*Task 1.3.9 - Bridge Design Hydraulic Study*

WRECO will prepare a Bridge Design Hydraulic Study Report, for the preferred alternative, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

**Deliverable:**

- Bridge Design Hydraulics Study, draft and final

**Meeting(s):**

- Not Applicable



## TASK 1.4 - GEOTECHNICAL INVESTIGATION

The geotechnical reconnaissance services provided as part of Task One will generally consist of the following:

1. Reviewing and analyzing previous studies and published geologic and seismicity data, including air photos and initial geologic field reconnaissance, pertaining to the Project area.
2. Conducting a site-specific foundation investigation at the preferred alignment, including test borings, soil/rock testing and analysis and preparation of the foundation report. The specific scope of geotechnical design services will depend on the results of other preliminary engineering tasks, including support locations, loads and approach configurations.
3. Conducting and analyzing test borings at locations within the Project Area to define subsurface conditions for new bridge design and construction and to confirm rock depth and quality.
4. Evaluating the present Eel River channel conditions, including reviewing scour/degradation, aggradation and braiding. Upon completion of such geotechnical reconnaissance services, the QEI Team will be responsible for preparing a summary report which discusses site conditions, channel changes and migration trends, site seismicity, constraints affecting routing and type selection and preliminary foundation data, including, without limitation, preliminary discussion of approach sections, fills and/or retaining walls.

### *Task 1.4.1 - PRELIMINARY FOUNDATION MEMORANDUM*

CAInc will prepare a Preliminary Foundation Memorandum addressing the key geotechnical issues and constraints for each of three alignment alternatives and preferred alternative expected to be evaluated in the Preliminary Engineering stage. CAI will provide QEI monthly invoices and progress reports for the Project.

**Initial Geologic Evaluation** - For each alignment alternative, CAInc will conduct geologic reconnaissance and mapping, especially with respect to landslide potential and other geologic hazards. These studies will include a review of existing subsurface data in the vicinity; published geologic mapping and air photos; and field reconnaissance to identify significant geologic/geotechnical issues. Particular consideration will be given to slope stability since the natural slopes in this area are prone to landslides. Refraction seismic profiles will be used to supplement the field mapping to assist in identifying depths to potential slide planes, suitable foundation materials, and materials for roadway/abutment excavations.

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

**Initial Test Borings** - Since the foundations may significantly impact type selection, we propose drilling three test borings to depths of 100-150 feet as part of this task along the preferred alignment as identified by Quincy Engineering. Two borings will be drilled within the active channel (from existing gravel bars) and one at the proposed west abutment area. Assuming that the preferred alignment is advanced to final design, these borings will also be utilized for final design. We will supplement these borings with refraction seismic profiles to obtain additional information on the subsurface rock profile across the channel. The channel borings will be completed with track-equipment and drilled from the existing gravel bars (assuming low-flow conditions). We expect that drilling for this phase of work can be accomplished with a CDF&W stream alteration permit in advance of NEPA clearance. We will work with the appropriate agencies to obtain the necessary environmental clearances and permits for this work. We assume all necessary rights of entry will be provided for our field exploration. CAInc will provide the required drilling permits prior to mobilizing and mark the site for USA clearance. We will collect bulk and relatively undisturbed soil samples from the borings for laboratory testing, and backfill the borings with cement grout per County permit requirements. We propose using a DBE drilling contractor (Woodward Drilling, Rio Vista, or Tri-County Drilling, San Diego) for this project. We assume that the drilling can be completed within the same mobilization for the Holmes bridge site.

**Laboratory Testing** - CAInc will perform preliminary laboratory tests on samples retrieved from the test borings. This testing may include moisture content, unit weight, triaxial shear tests, unconfined compressive strength, sieve analysis, plasticity index, soil corrosion and R-values.

**Preliminary Foundation Memorandum** - The Preliminary Foundation Memorandum will include the preliminary Log of Test Borings drawing and laboratory testing, and incorporate available project data (including existing bridge information), published geologic mapping and seismicity data, aerial photographs, preliminary project data, geologic reconnaissance and refraction seismic data. CAI will work with QEI to develop a pile drivability analysis. Using the information obtained from the Phase 1 Test borings and axial load demand provided by QEI, CAI will estimate the pile driving requirement for the bridge supports and temporary trestle piles. The information will include the practical hammer size, blows per foot and estimate of installation rates. QEI will use this information to estimate the pile installation duration and in conjunction with STANTEC develop the hydro acoustic analysis required for the Biological Assessment. The Memorandum will summarize anticipated earth materials and conditions based on reference data and site exposures; provide seismic input parameters consistent with current Caltrans practice; discuss roadway approaches and pavement options; evaluate

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

slope stability, bank erosion, channel scour, preliminary drivability, soil liquefaction and lateral spreading potential; and discuss foundation alternatives for replacement options. It is understood that additional test borings, laboratory test borings, and the final Foundation Report will be developed in Phase 2.

**Deliverable:**

- Monthly invoices and progress reports
- Initial Geologic Evaluation
- Initial Test borings, laboratory testing, and Log of Test Borings for the preferred alternative
- Preliminary Foundation Memorandum, draft and final

**Meeting(s):**

- Kick-off meeting at the project site
- Coordination meeting conference calls (6)

**Task 1.4.2 - INITIAL SITE ASSESSMENT (ISA)**

CAInc will prepare an Initial Site Assessment (ISA) to evaluate the project site and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. This study will apply to the selected alignment. The ISA will include:

- Review and discuss the project with the County of Humboldt and the design team.
- Review available project documents and reports, including existing ISA/ESA reports for nearby projects, APN parcel maps, site geology and ground water data. We will review this information for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, railroad alignments, orchards, etc.).
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination at the site, and to view publicly accessible portions of the adjacent properties.
- Review owner representative provided information, if available, regarding past and present operations conducted on the property to assess the potential for RECs.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.
- Perform federal, state, and city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

- A certified asbestos consultant will review the site and take samples of potential asbestos containing building materials within the bridge concrete. The certified asbestos consultant report will be appended to the ISA.
- Based on the results of the database search, site review, land use and existing assessments, CAInc will determine the risk of potential hazardous materials within and adjacent to the project areas.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner interviews, historical photograph evaluation, regulatory records review, and our ADL and concrete sampling and testing results. We will address identified potential contamination and hazardous material impacts to provide recommendations and determine additional investigation and analysis.

**Deliverable:**

- Initial Site Assessment, draft and final

**Meeting(s):**

- Not Applicable

**Task 1.4.3 - AERIAL DEPOSITED LEAD EVALUATION**

Aerial Deposited Lead (ADL) testing will be performed along the existing alignment (outside the existing bridge area) within the project limits. Based on the proposed improvement plans, we expect ADL testing will be completed along approximately 700 to 1,000 lineal feet of the existing road. Our scope will include the following:

- Review existing site conditions and discuss with Caltrans to develop a final work scope.
- Mark sampling locations in the field for Underground Service Alert.
- Sample up to 8 to 10 locations.
- Collect three discrete samples (0 to 4”), (6” to 12”), (18” to 24”) below ground surface from each sample location using a combination of hand equipment and Geoprobe drilling rig.
- Test all samples for total lead (EPA Method 6010B), and approximately 30% of the samples for soluble lead (WET procedure with EPA Method 6010B analysis) and pH (EPA Test Method 9045).
- Review and analyze the test data and prepare a Draft ADL Report of the test results. The draft report will be distributed to relevant members of the project team for review and comment. The Final ADL Report will include all comments.

**Deliverable:**

- Aerial Deposited Lead Report, draft and final

**Meeting(s):**

- Not Applicable



### TASK 1.5 - SURVEY & BASE MAPPING

The QEI Team shall provide current site surveys, including, control, topographic and hydrographic surveys, and will be responsible for surveys necessary for preliminary engineering, hydraulic studies, design, cost estimates, right-of-way impacts and the level of environmental clearance with the County. SHN will provide QEI monthly invoices and progress reports for the Project.

SHN will be performing the survey services. SHN will:

- **Existing Right of Way** - Gather data and documentation on existing property and right-of-way lines. Perform the necessary research to have a working understanding of the properties encompassed by and adjoining the project site. This research will provide sufficient information to facilitate the preparation of preliminary layout plans (by QEI) for the project alignment alternatives analyzed. After researching records, the project surveyor will develop a plan to assure that all the necessary information is collected to support design, utility relocations, if any, and right-of-way determination. If necessary for the preferred alignment alternative, property corner monuments will be replaced and a Corner Record will be filed with the Humboldt County Surveyor.
- **Project Control** - Utilize GPS to establish primary project control and conventional survey methods to establish project control. These will be set outside of proposed improvements so that they can be used throughout the project. The basis for the topographic and boundary related surveys will be State Plane Coordinate System NAD 83 horizontally and NAVD 88 vertically.
- **Survey Techniques** - Accomplish surveys using field survey techniques that will adhere to Caltrans survey manual for standards of accuracy, Caltrans survey manual for field procedures, and the Caltrans safety manual for safe surveying practices.
- **Lidar Survey and Initial Base Mapping for Alignment Alternative Analysis** - Perform existing conditions Lidar surveys along the alignment alternatives and river crossing study areas (approximately 2000 feet) and the existing and proposed bridge locations. The Lidar surveys will include AutoCAD Civil 3D digital terrain mapping (topographic mapping), ortho-rectified color photos of the project study area, and existing right of way mapping (approximate Assessor Map Level) within the study area.
- **Field Survey and Final Base Mapping of Preferred Alignment Alternative Area** - Conduct expanded field surveys of the proposed crossing location and develop project base mapping. The project base maps for the project site will include: contour interval of 1 foot; sufficient strip mapping of the existing roadways to verify the proposed alignments; sufficient creek channel length and detail to evaluate hydraulics, geomorphology and placement of bridge; all surface evidence

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

of existing utilities and structures within the project limits that may affect the project; height of overhead utility lines that may conflict with the project; trees greater than 4" in diameter at breast height; ordinary high-water marks; striping and signage; driveway cuts; sidewalks; parking areas and fences. The assumptions for the level of field work include mapping the proposed intersections and connections to the bridges 50' each side of the centerlines for 200' in each direction of the intersections of the chosen alignment with the connecting roads; three river cross sections will be surveyed upstream and downstream of the chosen alignment. SHN will provide the QEI Team and the County with a hard copy and digital drawing file compiled in AutoCAD Civil 3D file format of the project base map developed from both Lidar and Field surveys. Included in this deliverable will be the Digital Terrain Model of the project surface and field survey point's files. Additionally, material transport to the site may be limited by the tight radius turns in the road leading to the project site. One day of field surveys will be conducted to define the existing road centerline and edge of shoulders through the winding segment of the road leading to the site. This information will be used to determine material transport restrictions that could influence the viability of the project alternative and/or bridge type selection.

- **Proposed Right of Way** - The preliminary layout plans (by QEI) for the preferred alignment alternative will show anticipated limits of right-of-way, temporary construction easements, permanent easements, and utility relocation needs. SHN will accurately define adjoining property boundaries based upon current preliminary title reports for use in preparation of legal descriptions for proposed permanent right-of-way takes where required.
- **Field Staking of Preferred Alternative**- The chosen alignment will be staked at road conforms, abutments, piers, proposed permanent and temporary right of way, access routes not on established roads, and staging areas.

**Deliverable:**

- Monthly invoices and progress reports
- Set Project Control
- Lidar Topographic Survey & Mapping
- Existing Right-of-Way Mapping
- Field Surveys
- Proposed Right of Way
- Field Staking

**Meeting(s):**

- Kick-off meeting at the project site
- Coordination meeting conference calls (6)





## TASK 2 - ENVIRONMENTAL DOCUMENT

The environmental services provided as part of Task Two will generally consist of conducting and preparing environmental studies, assessments and reports to ensure compliance with applicable local, state and federal laws, regulations, standards, policies, procedures and guidelines. Based on the evaluation of the Project during the field review and other analyses, the appropriate documents for both NEPA and CEQA will be verified. Currently, the County anticipates a combination NEPA/CEQA document will need to be completed due to the potential significant impacts that may occur within the Project area. For CEQA, an Environmental Impact Report will be required for the Project. The environmental services provided as part of Task Two may include the following:

1. Providing necessary environmental studies and documents to secure approval from Caltrans for completion of the preliminary engineering services set forth herein including of the following:
  - a. Preparation of a Preliminary Environment Study ("PES") form which is designed to provide an understanding of the full scope of the project and to provide early coordination needed to determine required technical studies and permits, level of analysis and NEPA Class of Action (CE, EA or EIS).
  - b. Preparation of a Natural Environment Study ("NES") which includes an environmental assessment of the entire Project area, including, without limitation, identification and quantification of potential impacts to wetlands, sensitive habitat and endangered and threatened plant and animal species within the Project area. The NES must also discuss the results of all consultation efforts with local, state and federal agencies, including all applicable Biological Assessments and maps of all wetland delineation areas and United States Army Corps of Engineers' ("ACOE") jurisdictional boundaries within the Project area. Finally, the NES must demonstrate how the Project will comply with all applicable local, state and federal laws, regulations and Executive Orders, including, without limitation, Executive Order 13112 - Invasive Species, Executive Order 11990 - Protection of Wetlands, the federal Migratory Bird Treaty Act and Section 7 of the Federal Endangered Species Act.
  - c. Preparation of a Local Hydraulic Study Form which includes all hydrologic and hydraulic data pertaining to the Project area in accordance with applicable local, state and federal laws, regulations, standards, policies, procedures and guidelines, including, the Caltrans Environmental Handbook.
  - d. Preparation of a Summary Floodplain Encroachment Report, which includes a discussion of all potential impacts to floodplains within the Project area in accordance with any and all applicable local, state and



**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work**

- federal laws, regulations, standards, policies, procedures and guidelines, including, without limitation, Volume I, Chapter 17 - Floodplains of the Caltrans Environmental Handbook.
- e. Preparation of a Biological Assessment which addresses all potential impacts to federally listed fish species and critical habitat within the Project area, including without limitation, Coho Salmon (*Oncorhynchus kisutch*) and Chinook Salmon (*O. tshawytscha*) within the Southern Oregon and Northern California Coastal Evolutionarily Significant Unit and Steelhead (*O. mykiss*) within the Northern California Coast Distinct Population Segment. The BA will also address potential adverse effects to Essential Fish Habitat (EFH) and shall include a hydroacoustic analysis relating potential impacts from noise generated activities. Formal consultation with the National Marine Fisheries Service ("NMFS") will be required and a Biological Opinion will be issued in accordance with the federal Endangered Species Act. Caltrans will be the lead agency initiating consultation with NMFS.
  - f. Preparation of a Biological Assessment which addresses all potential impacts to federally listed bird species and critical habitat within the Project area, including, without limitation the Northern Spotted Owl (*Strix occidentalis caurina*) and the Marbled Murrelet (*Brachyramphus marmoratus*). Formal consultation with the United States Fish and Wildlife Services ("USFWS") will be required and a Biological Opinion will be issued in accordance with the federal Endangered Species Act. Caltrans will be the lead agency initiating consultation with USFWS.
  - g. Preparation of a Botanical and/or Wetland Delineation Report which addresses all potential impacts to federal and/or state recognized sensitive plants and wetlands within the Project area that may be impacted by the Project. It is currently unknown whether any federal and/or state recognized sensitive plants and/or wetlands exist in the Project area. The findings of the Botanical and/or Wetland Delineation Report, including all mitigation measures that may be implemented to reduce potential impacts to sensitive plants and/or wetlands, and should be included in the NES.
  - h. Preparation of an Initial Site Assessment for Hazardous Materials which addresses all potential hazardous waste contamination, including lead paint and asbestos, that may occur within the Project area. However, due to the location of the Project and the nature of the existing structures, it is unlikely that hazardous waste contamination will occur in the Project area.
  - i. Preparation of a Visual Impact Assessment which addresses potential visual impacts that may occur within the Project area. The Visual Impact Assessment must be prepared in accordance with the guidelines set forth



Holmes-Larabee Bridge and McCann Bridge  
Projects

Exhibit A – McCann Scope of Work

in the Caltrans. Visual Impact Assessment Guide which is available online at:

<http://www.dot.ca.gov/ser/vol1/sec3/community/ch27via/chap27via.htm>

- j. Preparation of a Cultural Resources Study which addresses potential impacts to historic and prehistoric cultural resources within the Project area in accordance with the requirements of Section 106 of the National Historic Preservation Act. The Cultural Resources Study must be prepared in accordance with the guidelines set forth in Volume 2 - Cultural Resources of the Caltrans Environmental Handbook, which is available on the Caltrans website at: <http://www.dot.ca.gov/ser/envhand.htm>, and should include all of the following components:
  - i. A Historic Property Survey Report which identifies potential impacts to historic landmarks within the Project area and documents consultation with interested parties, including, Native American Tribes and historical groups.
  - ii. An Archaeological Survey Report prepared by a qualified archaeologist which identifies potential impacts to historic and prehistoric landmarks within the Project area.
- k. Obtaining a Wild and Scenic Rivers Determination from the appropriate River Management Agency and/or National Park Service which identifies and analyzes opportunities for lessening the Project's potential impacts on river resources and allowing better connection of the river with the floodplain in accordance with the requirements set forth in Section 7 of the Wild and Scenic Rivers Act. The Successful Consultant will be responsible for preparing a Wild and Scenic Rivers Determination request letter that will be submitted to Caltrans for consultation with the National Park Service. Information regarding the determination process can be found online at the following web addresses:  
<http://www.dot.ca.gov/ser/vol1/sec3/special/ch19wsrivers/chap19.htm>  
<https://www.gpo.gov/fdsys/granule/CFR-2012-title36-vol2/CFR-2012-title36-vol2-part297>
2. Complying with applicable standards in accordance with Caltrans Local Assistance Program requirements, including, without limitation consulting and communicating with Caltrans local Assistance staff as directed by the County.
3. Complying with the applicable requirements of NEPA and CEQA, including preparing and submitting the environmental studies and documentation set forth herein.
4. Providing accurate information to, and soliciting input from, the public that can be incorporated into the NEPA/CEQA process including attending public meetings and presentations.



## Holmes-Larabee Bridge and McCann Bridge Projects

### Exhibit A – McCann Scope of Work

5. Consulting with ACOE, USFWS, NMFS, the California Department of Fish and Wildlife ("CDFW"), the North Coast Regional Water Quality Control Board ("NCRWQCB"), the California State Lands Commission ("CSLC") and any other agencies with jurisdiction in the Project area, and obtaining all required permits and approvals. The County will retain responsibility for all informal and formal consultations with all local state and federal agencies regarding Project mitigation and compensation proposals.
6. Establishing direct contact with governmental regulatory and resource agencies for the purpose of obtaining information, expertise and technical assistance in developing baseline data and resource inventories related to the Project.
7. Maintaining records of all contacts and transmitting copies of such records to the County on a regular basis.
8. Providing the County with the opportunity to review and revise all environmental documentation prepared and submitted pursuant to the terms and conditions of the final Consultant Services Agreement prior to final submission thereof.

**B. Legal Compliance.** The intended outcome is for the Successful Consultant to perform the above-referenced environmental services in accordance with the requirements set forth in both NEPA and CEQA. The documents, reports and studies provided during Task Two shall meet all local, state and federal and County requirements and follow the guidelines promulgated by the Caltrans Local Assistance Program. The Successful Consultant shall use all available local, state and/or federal templates and/or annotated outlines and follow all applicable local, state and/or federal guidelines set forth in the Caltrans Standard Environmental Reference. All environmental documents prepared as part of Task 2 shall comply with all the following state and federal laws regulations, and guidelines:

1. California Environmental Quality Act (California Public Resources Code Sections 21000, et seq.);
2. California Environmental Quality Act guidelines (Title 14 of the California Code of Regulations Sections 15000, et seq.);
3. Section 106 of the National Historic Preservation Act (Title 16 of the United States Code ("U.S.C.") Part 470 and Title 36 of the Code of Federal Regulations ("C.F.R." Part 800);
4. United States Endangered Species Act (16 U.S.C. Sections 1531, et seq.);
5. United States Clean Water Act (33 U.S.C. Sections 1251, et seq.);
6. United States Clean Air Act (42 U.S.C. Sections-7401, et seq.);
7. United States Wild and Scenic Rivers Act (16 U.S.C. Sections 1271-1287 and 36 C.F.R. 297 - Water Resources Projects on Wild and Scenic Rivers);
8. United States Fish and Wildlife Coordination Act (16 U.S.C. Sections 661-666);
9. California Endangered Species Act (California Fish and Game Code Sections 2050, et seq.);



**Holmes-Larabee Bridge and McCann Bridge  
Projects**

**Exhibit A – McCann Scope of Work**

10. United States Migratory Bird Treaty Act (16 U.S.C. Sections 703-712);
11. Federal Executive Order 11990- Wetlands;
12. Federal Executive Order 11988 - Floodplains;
13. Federal Executive Order 13112 - Invasive Species;
14. California Assembly Bill 52 - Consultation Requirements with California Native American Tribes; and
15. All applicable formatting and processing requirements of Caltrans and/or the Federal Highway Administration.

**STANTEC - Proposed Scope of Work**

The following proposed scope of work was developed based on our understanding of each of the proposed projects, information contained in the Request for Qualifications (RFQ) and compiled during preparation of the Statement of Qualifications, our experience providing similar services on other Caltrans Local Assistance HBP-funded projects for District 1 and in Humboldt County, and direction provided by County staff following notification of award. We recognize that the scope of work is subject to modification during selection of preferred alternatives, review and approval of the PES form by Caltrans District 1 which could affect the scope and breadth of the required technical studies, and the initial findings of the technical studies resulting in further study.

The environmental technical studies/reports and CEQA/NEPA compliance documents prepared for both the Holmes-Larabee and McCann Bridge Replacement projects will be combined into joint documents to the fullest extent practicable and as agreed to by both the County and Caltrans District 1. It is anticipated that the innovative approach to combine documents to address both projects will be more efficient to develop and facilitate review and approval by Caltrans District 1 and other resource agencies. The technical studies/reports and CEQA/NEPA compliance documents are stated in each contract exhibit as stand-alone documents if the combination of the technical studies and/or CEQA/NEPA document is not appropriate due to results of initial field investigations, agency feedback, and/or public input. An efficiency factor for the combined documents is reflected in the cost estimate. If the documents need to be developed as stand-alone documents, the efficiencies will not be realized and a cost adjustment will be needed for each and will be made with an amendment.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

<b>Task</b>	<b>Anticipated Efficiency Factor</b>
2.2.1 – Prepare the Natural Environment Study Report	30%
2.2.2 – Prepare Wetland Delineation Report	30%
2.2.3 – Prepare Biological Assessment/Essential Fish Habitat Assessment	25%
2.2.4 – Conduct Hydroacoustic Analysis	10%
2.2.5.1 – Northern Spotted Owl/Marbled Murrelet Habitat Assessment	10%
2.2.5.1 – Prepare Biological Assessment	25%
2.2.6 – Prepare Archaeological Survey Report/ Historic Property Survey Report	15%
2.2.7 – Conduct Extended Phase I Investigation (If required)	N/A
2.2.8 – Prepare Visual Impact Assessment	10%
2.2.9 – Prepare Wild & Scenic River Consistency Determination	50%
Task 2.2.10 – Prepare Community Impact Assessment Report (If required)	15%
Task 2.2.11 – Prepare Construction Noise Memorandum (If required)	10%
Task 2.2.12 – Prepare Construction Traffic Memorandum (If required)	10%
Task 2.2.13 – Prepare Historic Resources Evaluation Report (If required)	N/A
Task 2.2.14 – Prepare California State Lands Memo	N/A
Task 2.3 – Prepare CEQA/NEPA Environmental Document	35%



## TASK 2.1 – ENVIRONMENTAL MANAGEMENT AND PRELIMINARY ENGINEERING SUPPORT

### *Task 2.1.1 – Project Management/Coordination*

The goal of this task is to maintain an open line of communication between STANTEC, Quincy, the County, and Caltrans District 1 Local Assistance throughout the environmental approval phase. This would be accomplished through regular, monthly conference calls (1 hour per call over 24-month period) that are attended by the STANTEC Project Manager. In addition, we will submit periodic progress reports and pertinent written correspondence.

#### **Deliverable:**

- Monthly invoices and progress reports
- Review meeting notes, e-mails summarizing conversations

#### **Meeting(s):**

- Twenty-four (24) monthly conference calls (Note – in person meetings are identified for the remaining tasks)

### *Task 2.1.2 – Project Kick-Off Meeting/Prepare Preliminary Environmental Study (PES) Form, Assist with Area of Potential Effects Map, and Attend Agency Field Review*

STANTEC will attend a project kick-off meeting with the County and Quincy. If desired by the project team, STANTEC will draft a PES form and bring it to the meeting for discussion. This meeting would include a cursory inspection of the preliminary project footprints and draft APE map (provided by Quincy). Participants will then discuss the following: planning for field review with Caltrans; initial identification of issues; scope of technical studies; approaches to CEQA/NEPA compliance; and schedule for submittals. We will identify key participants from the team and define project communication protocols. After the initial project-kick off meeting, STANTEC will meet with the County and Quincy at the project site to review site conditions and discuss environmental constraints and opportunities. STANTEC will update the PES form based on project team input and will prepare the Visual Impact Screen Check form for submittal to Caltrans. STANTEC assumes that Quincy will provide STANTEC with all maps, plans, project description, and programming information needed to complete the form.

STANTEC will assist with preparation of the APE map for the project that clearly delineates the archaeology (horizontal and vertical) APE. It is assumed that Quincy will provide STANTEC with a draft APE map for review and comment. A final draft of the APE map will be prepared by Quincy and submitted to Caltrans for review and approval.

STANTEC will also participate in the Caltrans field review meeting with the County, Quincy, and Caltrans representatives at the project site to review the PES form and APE map. This meeting is assumed to be held on a separate day than the kick-off meeting. Meeting participants would discuss each element of the PES checklist form, refine the APE



## Holmes-Larabee Bridge and McCann Bridge Projects

### Exhibit A – McCann Scope of Work

limits, and identify issues of concern and required technical studies. Once the review of the project site has been conducted and the checklist items have been discussed, the County and Caltrans representatives would review and sign the PES form.

#### Deliverable:

- Draft and Final PES forms; comments on Draft APE map.

#### Meeting(s):

- Attendance at project kick-off meeting in Humboldt County; Attendance at field review meeting at the project site

#### *Task 2.1.3 – Prepare Project Description and Purpose and Need*

STANTEC, with input from Quincy and the County, will prepare a written description of the proposed action and purpose and need for incorporation into the CEQA/NEPA document. The draft description and purpose and need will be submitted to Quincy and the County for review and comment. After resolution of the comments, and incorporation of changes as appropriate, STANTEC will prepare the final description and purpose and need for inclusion into the environmental document.

#### Deliverable:

- Electronic versions of administrative draft project description and revised drafts will be e-mailed to Quincy and the County.

#### Meeting(s):

- N/A

#### *Task 2.1.4 – Conduct Preliminary Environmental Constraints Analysis*

To support preliminary design work, STANTEC will conduct a preliminary environmental evaluation of up to three (3) potential bridge alternatives. STANTEC will coordinate with Quincy Engineering, Inc. (Quincy) to establish a study area boundary and obtain available information on potential bridge alternatives. William Rich & Associates (WRA) will assist with assessment of issues related to Section 106 resources. The evaluation will include the following:

- Review existing information and reports relating to the proposed project, County plans and ordinances, and other readily available sources;
- Review special-status species lists and databases and identify species that may occur in or near the study area;
- Conduct a records search at the Northwest Information Center at Sonoma State to obtain information on previously documented cultural resources in and near the study area;
- Conduct a reconnaissance-level field visit of the study area to identify possible biological or cultural resources issues, assess existing land uses and traffic conditions, and collect information on current bridge conditions;





**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

- Communicate, as appropriate, with local, state, and federal agencies to identify key issues of concern (e.g., cultural resources, biological resources, land use conflicts, aesthetics, etc.); and
- Identify possible constraints associated with each bridge alternative, highlighting any substantive differences in CEQA/NEPA compliance and regulatory permit requirements.

The findings will be compiled and presented in a technical memorandum for use by Quincy and the County when making a final bridge alternative selection. The memorandum will provide a general description of the environmental setting for the study area and include a list of potential constraints by issue area for each bridge alternative, in a matrix format. Under this task, STANTEC’s Project Manager will attend an initial public work shop with County and Quincy staff and be available to answer preliminary environmental questions and take note of potential environmental concerns raised by local residents and other participants.

**Deliverable:**

- Memorandum summarizing environmental constraints and recommendations for environmental compliance (electronic in Adobe Acrobat format)

**Meeting(s):**

- Attendance at initial public work shop with Quincy and County

*Task 2.1.5 – Geotechnical Investigation Permitting and NEPA Approval Support (IF REQUIRED)*

Typically Caltrans District 1 is able to document compliance with NEPA for proposed geotechnical investigation activities using their own staff. If this is not possible for this project, STANTEC is available to assist the Quincy team in documenting NEPA compliance by preparing screening memoranda for biological and cultural resources utilizing initial data collected for the overall project. The screening memoranda will be provided to Caltrans for review and comment. STANTEC will address any comments provided by Caltrans, and submit final screening memoranda. STANTEC assumes that the geotechnical subcontractor is fully responsible for obtaining any necessary permits from CDFW, North Coast RWQCB, and/or the Corps.

**Deliverable:**

- Biological resources and cultural resources screening memos

**Meeting(s):**

- Participation in up to two (2) conference calls with County, Quincy, Caltrans, and the geotechnical consultant





## TASK 2.2 – TECHNICAL STUDIES

### *Task 2.2.1 – Prepare the Natural Environmental Study Report*

STANTEC will prepare a Natural Environment Study (NES) in accordance with the Caltrans Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports (March 1997) and the Caltrans Standard Environmental Reference (Chapter 14) and utilize the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES will entail:

- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS);
- a review of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) database;
- a request for a formal list of special-status species with potential to occur in the project vicinity from NMFS and the USFWS;
- a reconnaissance-level field investigation, including an assessment of habitat for special-status wildlife, including nesting raptors (e.g., bald eagle, osprey, peregrine falcon);
- conduct a single-visit botanical survey in the spring of 2018 for special-status plant species within the BSA;
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious weed species populations will be discussed and evaluated in the NES to ensure that the project complies with Federal Executive Order 13112 (Invasive Species)
- summary of the wetland delineation (Task 2.2.2);
- based project site plans and wetland impact calculations provided by the Quincy, STANTEC evaluate impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, STANTEC will prepare an NES report. The NES report will summarize information contained in the salmonid BA/EFHA, as well as the results of the Section 7 consultation process with NMFS (Task 2.2.3) and, if required, the marbled

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

murrelet northern spotted owl BA and associated Section 7 consultation with the USFWS (Task 2.2.3). An internal draft NES will be submitted for review by the County and Quincy. Once County and Quincy comments are addressed, STANTEC will submit a draft NES for review by Caltrans. We will then finalize and submit the NES to Caltrans for approval. STANTEC will address comments provided by Caltrans and submit a final NES report for review and approval.

**Deliverable:**

- Electronic version of administrative draft NES report; three (3) hard copies of revised NES report and PDF; and five (5) copies of final NES report and PDF.

**Meeting(s):**

- Site meeting with resource agencies

***Task 2.2.2 – Prepare Wetland Delineation Report***

STANTEC will conduct a delineation of waters of the United States, including identification of the ordinary high water mark of the Eel River, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, STANTEC will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by Quincy. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County and Quincy for review and approval. Following incorporation of comments provided by the County and Quincy, STANTEC will submit the delineation report to Caltrans District 1 for review and approval. Following approval by Caltrans, STANTEC will submit final copies (in electronic format) to the County. If requested by the County, STANTEC will submit the delineation report to Corps (San Francisco District) for verification. STANTEC will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work****Deliverable:**

- One (1) copy of administrative draft wetland delineation report; Four (4) copies of the Draft wetland delineation report; Five (5) copies of the Final wetland delineation report; PDF of each version of the report.

**Meeting(s):**

- If requested by the Corps, attendance at a verification field review.

***Task 2.2.3 – Prepare Biological Assessment/Essential Fish Habitat Assessment for Listed Salmonids***

STANTEC will coordinate and attend a technical assistance meeting and a site visit with Quincy, County staff, Caltrans District 1, NMFS, and CDFW staff. The purposes of the meeting are to discuss the study area, construction methodologies/design options, impact, avoidance and minimization strategies, identify potential agency concerns, project communication protocol, and schedule for submittals. Based on the relevant issues raised and the outcome of this meeting, STANTEC will conduct a field visit and characterization of aquatic habitat within the Eel River, including approximately 750 feet upstream and downstream of the proposed bridge alignment. Note – If there is private property within the study area, STANTEC will only survey those areas where permission has been granted to the County by the property owner. The characterization will include extent of suitable anadromous salmon spawning and rearing habitats within the affected river reach.

Since federal funding would be required for the project, Caltrans District 1, as designated by FHWA, would serve as the federal lead agency for Section 7 ESA consultation with NMFS. Consultation with NMFS will also be required under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act with regard to essential fish habitat (EFH) for Pacific salmon. STANTEC will prepare a combined BA/EFHA and coordinate with the County, Caltrans, and NMFS, as necessary, to assist with the required federal endangered species and EFH consultation processes. This BA/EFHA will fully analyze the effects of the proposed action. The BA/EFHA will be focused to address project impacts to Northern California steelhead Distinct Population Segment (DPS) and critical habitat (CH), California Coastal evolutionarily significant unit (ESU) Chinook salmon and CH, and Southern Oregon/Northern California ESU Coho salmon and CH. The document will include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered and life history needs, environmental baseline, effects of the proposed action (including hydro-acoustical effects associated with pile-driving activities, Task 2.2.4), cumulative effects, conclusion and determination, recommendations for mitigation, an EFHA discussion, and references.

A copy of the Administrative Draft BA/EFHA will be provided to Quincy and the County for review and comment. STANTEC will address comments and submit a Draft BA/EFHA

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

to the County for circulation to pertinent resource agencies (i.e., Caltrans, NMFS, and CDFW). If necessary, STANTEC will prepare a Final BA/EFHA which addresses comments from Caltrans. STANTEC will also coordinate with NMFS, as necessary, to assist the County and Caltrans with the required federal endangered species act consultation process. In addition, STANTEC will coordinate with the County and CDFW to ensure that the BA/EFHA will support issuance of a CESA 2080.1 consistency determination by CDFW. STANTEC will prepare a draft consistency determination request letter for the County to finalize and submit to CDFW.

**Deliverable:**

- Electronic version of administrative draft BA/EFHA; three (3) hard copies of revised BA/EFHA and PDF; five (5) copies of final BA/EFHA and PDF; and draft consistency determination letter.

**Meeting(s):**

- Site meeting with resource agencies (Caltrans, CDFW, and NMFS) by the Fisheries Lead.

**Task 2.2.4 – Conduct Hydroacoustic Analysis**

STANTEC will conduct a hydroacoustic impact analysis using pile driving and geotechnical data provided by the Quincy. The analysis will be conducted in accordance with the recently adopted *“Technical Guidance for Assessment and Mitigation of Hydroacoustic Effects of Pile Driving on Fish”* (Caltrans. November 2015). As part of the analysis, STANTEC will use the NMFS Pile Driving Calculations model to assess the potential impacts of pile-driving activities. Use of this model requires the input of parameter values for similarly driven piles under similar environmental conditions obtained from the primary scientific literature, agency reports, and mitigation monitoring reports. STANTEC will review Appendix 1 of the Hydroacoustic Guidance Document, which is a Compendium of Hydroacoustic Data, to identify relevant information that best matches the proposed project. Once selected data are identified, STANTEC will contact the Caltrans District 1 biologist and NMFS biologist assigned to the proposed project to confirm that the data are appropriate for use for the project. This information will be used to evaluate potential acoustic effects of pile driving and associated sound levels on all life stages of salmonids. The results of the analysis will be incorporated into the BA/EFHA (Task 2.2.3).

**Deliverable:**

- Will be part of Task 2.2.3, BA/EFHA.

**Meeting(s):**

- Conference call with County and Quincy to discuss analysis.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

*Task 2.2.5 – Prepare Biological Assessment for Northern Spotted Owl and Marbled Murrelet*

*Task 2.2.5.1 – Conduct Habitat Assessment*

STANTEC will conduct a habitat assessment for northern spotted owl and/or marbled murrelet as follows:

- The habitat assessment will cover a 0.50-mile radius around the project site and consist of a site visit and review of aerial photography to determine if suitable nesting, roosting and foraging habitat for northern spotted owl and/or roosting/nesting habitat for marbled murrelet is present.
- STANTEC will conduct an impact assessment for marbled murrelet and northern spotted owl following the USFWS guidance for *Estimating Effects of Auditory and Visual Disturbance to Marbled Murrelet and Northern Spotted Owl* using preliminary construction noise scenarios provided by Quincy.
- The results of the habitat assessment, noise/visual impact assessment, and any initial agency coordination (USFWS, Caltrans) will be summarized in a brief memorandum. Protocol-level surveys for northern spotted owl and marbled murrelet are excluded from this scope of work.

*If the results indicate that the proposed project has no effect or Caltrans verifies that the project meets the conditions of the programmatic biological opinion between the USFWS and Caltrans that covers both species, then this information will be provided in the NES report (Task 2.2.1) and no additional work is required.*

*Task 2.2.5.2 – Prepare Biological Assessment*

*If consultation with the USFWS under Section 7 of the federal Endangered Species Act is required and cannot be accomplished by tiering from the programmatic biological opinion between the USFWS and Caltrans, STANTEC will prepare a biological assessment. Since federal funding would be required for the project, Caltrans District 1, as the designated non-federal representative by the FHWA, would serve as the federal lead agency for any required Section 7 consultation with the USFWS.*

STANTEC will consult with the USFWS, as appropriate, to review potential effects of the project to the species and develop mitigation measures to avoid or minimize adverse effects to the northern spotted owl and/or marbled murrelet. The results of the habitat assessment, noise/visual impact assessment, and informal consultations with the USFWS will be compiled in a BA. This BA will fully analyze the effects of the preferred project alternative (i.e., proposed action). The BA will be prepared prior to completion of the NES. The document will include the following sections: introduction, consultation to date, description of proposed action including area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, and recommendation for mitigation, and references.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

STANTEC will also coordinate with Quincy and the County, as necessary, to assist Caltrans District 1 Local Assistance and the USFWS with the required federal endangered species consultation process.

**Deliverable:**

- Electronic version of administrative draft habitat assessment memo and BA; three (3) hard copies of revised habitat assessment and BA and PDF; five (5) copies of final habitat assessment and BA and PDF.

**Meeting(s):**

- Site meeting with resource agencies (Caltrans, CDFW, and USFWS)

*Task 2.2.6 – Prepare Archaeological Survey Report/Historical Property Survey Report*

William Rich & Associates (WRA), as a subcontractor to STANTEC, will conduct an inventory of cultural resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act. The Caltrans programmatic agreement process per the Caltrans/FHWA/ State Historic Preservation Officer (SHPO) MOU will be followed.

**Records Search**—In accordance with the State Historic Preservation Officer (SHPO), FHWA, and Caltrans guidance, WRA will conduct a review of archival sources including, but not necessarily restricted to, the following:

- National Register of Historic Places
- California Register of Historical Resources
- California Inventory of Historic Resources
- California Historical Landmarks
- General Land Office plat maps, survey notes, and patents
- USGS Historical Topographic Map Collection
- The Northwest Information Center (NWIC) (California State University, Sonoma) of the California Historical Resources Information System

The collection of NWIC data on archaeological surveys, excavations and site records, and mapped historical data for the area of potential effects (APE) may be supplemented with additional research. In order to provide significant contextual and thematic background information archival historical research may be conducted at local historical societies and libraries. As part of the archival research, soils surveys and other geological information will be consulted to determine the age of local landforms and the potential for naturally buried archaeological resources to occur in the project area.

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work**

**Native American and Stakeholder Consultation**—To satisfy the consultation provisions, WRA will initiate contact with the Native American Heritage Commission to request a search of the Sacred Lands File and a list of suitable Native American tribal representatives from the region, including an AB 52-specific list of contacts. WRA will contact each individual/group on the Section 106 and AB-52 lists with letters and follow-up phone calls (if necessary) to solicit any information or concerns that they might have regarding the proposed project. If requested by the tribes and the County, WRA will participate in a field review meeting to discuss the project. In addition, WRA will contact the Humboldt County Historical Society for information on the APE and surrounding vicinity and determine if the Society has any concerns regarding the project and cultural resources that might be affected by construction activities.

**Field Inventory**—Once the APE map is approved by the County and Caltrans, an intensive archaeological inventory will be conducted utilizing pedestrian transects spaced no greater than 10 meters apart over the defined APE. In areas determined to be less sensitive, such as steep hillsides, transects may be spaced wider or other suitable survey methods may be employed. The field inventory will identify:

- the presence or absence of cultural resources visible on the surface at the project site;
- the present condition of the local environment;
- environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
- environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Any newly identified archaeological sites, including linear features, encountered within the APE will be recorded in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification of Cultural Resources* (48CFR 44720-23). California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map).

**Archaeological Survey Report**—Results of the discovery process will be presented in the standard Caltrans Archaeological Survey Report (ASR) format. WRA will provide an administrative draft ASR for review and approval by Quincy and the County, incorporate revisions, and provide the County with a draft ASR for submittal to Caltrans for review and approval. WRA will review and respond to Caltrans comments and prepare a final ASR.



**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

**Historic Property Survey Report**—WRA will prepare a Historic Property Survey Report (HPSR), which summarizes the findings discussed in the ASR. WRA will provide an administrative draft HPSR for Quincy and County review and approval, incorporate revisions, and provide the County with a draft HPSR for submittal to Caltrans for review and approval. WRA will review and respond to Caltrans comments and prepare a final HPSR.

**Deliverable:**

- Electronic version of administrative draft ASR/HPSR report; three (3) hard copies of revised ASR/HPSR report and PDF; and five (5) copies of final ASR/HPSR report and PDF.

**Meeting(s):**

- Up to three (3) field review meetings with the project team and Native American tribes.

**Task 2.2.7 – Conduct Extended Phase I Investigation for Cultural Resources (If required)**

Note: The scope of work for this task will need to be refined in consultation with the County, Caltrans, and Quincy following completion of the draft ASR (Task 2.2.6) since the limits and extent of the additional investigation will depend upon the initial findings made as part of the ASR.

If requested by Caltrans based on the initial findings made in the ASR (Task 2.2.6), WRA will conduct an Extended Phase I (XPI) investigation for the project. This will include the development of an XPI study proposal, archaeological excavations, and the preparation of an XPI report per Caltrans' Standard Environmental Reference (Volume 2) format. All phases of the investigation will be conducted in accordance with Section 106 of the National Historic Preservation Act (Section 106) standards and guidance.

In order to determine if project-related ground disturbing activities could affect the integrity of previously unrecorded prehistoric deposits within and adjacent to the APE and to comply with the Section 106 process under the Programmatic Agreement, this XPI is needed for the following specific reasons:

- to identify the presence of archaeological materials in the APE;
- to determine the horizontal and vertical extent of any identified deposits, and
- to determine if any archaeological deposits in the APE require further evaluation outside the scope of an XPI investigation.



**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

**Prepare Extended Phase I Study Proposal:** WRA will prepare an XPI Proposal to be submitted to Caltrans District 1. The purpose of the proposal is to ensure the investigation meets the requirements of 36 CFR 800.4(b) and similar requirements under the California Environmental Quality Act. The XPI proposal explains the reason for the investigation, the methods of excavation, and provides a guide for when the study's goals have been met. WRA will prepare and submit a draft of the XPI Proposal to the County and DHA for review and comment. WRA will incorporate County and Quincy comments and prepare a draft XPI Proposal for submittal to Caltrans District 1. WRA will revise the proposal per Caltrans comments and submit a final version for Caltrans approval.

**Implement Extended Phase I Study:** Following approval of the final XPI proposal by Caltrans District 1, the XPI excavations within the APE will be conducted to complete the required discovery process. The XPI investigation will identify:

- the presence/absence of archaeological materials;
- the depth of any identified sites;
- the integrity of identified sites;
- portions of an identified site, if any, that may need to be protected with an environmentally sensitive area (ESA); and
- if the site can be removed from management concerns.

The excavation work is currently unknown at this time so the following is an estimate be used for planning purposes: the investigation is expected to take up to five (5) days and will be conducted by placing up to 15 50-centimeter square Shovel Test Units (STUs) in areas where proposed bridge removal, abutment excavation, and other excavation activities are proposed. At this time, we assume that no trenches will be required as part of the XPI. Our proposal assumes that County will contract directly with any required Native American monitors, who will be present during all ground-disturbing archaeological activities.

WRA does not propose to collect archaeological materials, if found, from the excavations, with the exception of obsidian artifacts suitable for sourcing and hydration dating. Such artifacts will be processed and catalogued at WRA's office prior to sending them for analysis. The artifacts will be sorted according to unit, level, feature, component, and any other references as applicable and then measured, weighed, and analyzed.

**Prepare Extended Phase I Study Report:** Results of the discovery process will be presented in the XPI report, which will include the following elements:

- Overview of the XPI project purpose and goals
- Summary of regional cultural setting including a detailed review of area prehistory/ethnography

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

- Discussion of research methodology
- Documentation of ongoing Native American consultation and participation
- Detailed documentation and analysis of findings
- Appended independent study reports for specialized artifact analyses

WRA will prepare and submit an administrative draft of the XPI report to the County and Quincy for review and comment. WRA will incorporate County and Quincy comments and prepare a draft XPI for submittal to Caltrans District 1. Following review of the draft XPI report by Caltrans District 1, WRA will revise and prepare a final XPI report for Caltrans approval.

**Deliverable:**

- Electronic version of administrative draft XPI study proposal and XPI reports; three (3) hard copies of revised XPI study proposal and XPI reports and PDFs of each; and five (5) copies of final XPI study proposal and XPI reports and PDFs of each

**Meeting(s):**

- Not Applicable.

***Task 2.2.8 – Prepare Visual Impact Assessment – Moderate Level Report***

A Visual Impact Assessment (VIA) – moderate level report will be prepared that qualitatively analyzes the potential effects of a new, higher-elevation bridge located near the existing low-river crossing bridge. This study will generally follow the guidance outlined in *Visual Impact Assessment for Highway Projects* (FHWA, 1981) and focus on potential impacts of replacing the existing bridge to the aesthetic environment and be limited to a site reconnaissance to assess the scenic landscape units and view sheds, identify and map visual assessment units, and key observation points; photo-documentation of key public observation points and viewing areas (e.g., views from local roads, rural residences, and along the Eel River); and a consistency review of the Humboldt County General Plan to determine pertinent planning goals, policies, and objectives to protect visual resources and to identify anticipated viewer groups. If required, up to two detailed computer simulation (provided by Quincy) of various bridge design options will be included in the VIA. A draft VIA report will be submitted to Quincy and the County for review and approval. The VIA report will include the following sections: purpose of study; project description; project location and setting; assessment method; visual assessment units and key view; visual resources and resource change; viewers and viewer response (views to and from the bridge); visual impact (by visual assessment unit); project visual impact summary; cumulative visual impact; and avoidance, minimization and/or mitigation measures; and conclusions. STANTEC will incorporate any comments and prepare a revised report for submittal to Caltrans District 1. If necessary, STANTEC will respond to comments provided by Caltrans District 1 and prepare and submit a final VIA report.

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work****Deliverable:**

- Electronic version of administrative draft VIA report; three (3) hard copies of revised VIA report and PDF; and five (5) copies of final VIA report and PDF.

**Meeting(s):**

- Not Applicable.

*Task 2.2.9 – Prepare Wild and Scenic River Consistency Determination Letter*

STANTEC, in coordination with Caltrans, the County, and Quincy, will consult with Six Rivers National Forest and the California Resources Agency regarding the Eel River's designation as a national and state Wild & Scenic River. Pursuant to Section 7 of the Wild & Scenic Rivers Act, based on current ownership information, Caltrans and Six Rivers National Forest will serve as federal co-lead agencies for consultation that may be required. STANTEC, in coordination with Caltrans, will initiate early consultation with Six Rivers National Forest, once a description of the proposed project has been defined. The goal of the early consultation is to obtain a written determination, pursuant to Section 7 of the Wild & Scenic Rivers Act, from Six Rivers National Forest, that states the proposed project will not have an adverse effect on the Outstanding and Remarkable Values (ORV) (i.e., recreational) associated with the Eel River's wild and scenic river designation. Potential impacts of the proposed project relative to the wild & scenic river designation and associated recreational and aesthetic values, and applicable mitigation measures to avoid or minimize potential impacts, will be thoroughly discussed in a letter requesting a consistency determination from the river managers, as well as in the environmental document. In addition, correspondence documenting the consultation process and copies of a consistency letter from the federal agency will be included as an appendix. The draft letter requesting a consistency determination will be provided to Caltrans District 1 after review and comment from the County and Quincy. Caltrans, as the federal lead, will send the consistency determination request letter to Six Rivers National Forest. It is understood that river access will be retained at its current level.

**Deliverable:**

- Electronic version of administrative draft letter; three (3) hard copies of revised letter and PDF; and five (5) copies of final letter and PDF.

**Meeting(s):**

- Not Applicable.

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work***Task 2.2.10 – Prepare Community Impact Assessment Report (IF REQUIRED)*

STANTEC will prepare a Community Impact Assessment (CIA) report that evaluates possible community and land use impacts related to bridge construction work. Potential impacts include long-term changes in traffic patterns and new development associated with improved, year-round access to lands along the east side of the Eel River. STANTEC will review preliminary bridge alternatives with the design team to determine potential for land use conflicts based on review of available County planning documents and a field reconnaissance to identify potential land use conflicts. As part of the initial public workshops, STANTEC will work with the design team and County to seek input from local residents on potential community-related impacts. We will research available land use planning designations and zoning to determine potential for increased development associated with improved, year-round access to the eastern lands along the Eel River. If determined to be necessary, STANTEC will provide an assessment on farmland impacts that describes agricultural operations in the study area and discusses the impacts of converting agricultural fields to non-agricultural uses. This assessment would provide a quantitative discussion on the amount of farmland to be converted and would generally assess the value of the farmland using available agricultural reports for the County. STANTEC will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract, the *Soil Survey for Humboldt County, California*, and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. If necessary, STANTEC will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, STANTEC will submit a copy to Caltrans, along with any recommendations for mitigation.

The CIA will include documentation of all communications, clearly describe the relevant existing conditions, the potential impacts of the project on the community and land use, the extent of the identified impacts, and potential solutions to best avoid, minimize, or mitigate for any adverse impacts. No public surveys will be performed as part of this task other than the communications specifically described above; if further public outreach is required by Caltrans, then STANTEC will coordinate with Quincy and the County to develop an amendment. The CIA will be prepared for the use of the County and Caltrans, but this task does not include circulation of the CIA for public comment or stakeholder review; the results will be summarized in the CEQA/NEPA document. STANTEC will prepare an administrative draft and draft version of the memo for Quincy and County review, and a final version that incorporates Caltrans' comments.



**Holmes-Larabee Bridge and McCann Bridge  
Projects**

**Exhibit A – McCann Scope of Work**

**Deliverable:**

- Electronic version of administrative draft CIA report; three (3) hard copies of revised CIA report and PDF; and five (5) copies of final CIA report and PDF.

**Meeting(s):**

- Not Applicable.

*Task 2.2.11 – Prepare Construction Noise Memorandum (IF REQUIRED)*

Bollard Acoustical Consultants, Inc. (BAC), as a subcontractor to STANTEC, will conduct an initial noise assessment that consists of the following:

- BAC will identify the noise level standards contained within the Humboldt County General Plan Noise Element, applicable Caltrans Protocol, and any other germane city, state or federal noise standards applicable to project construction activities.
- BAC will conduct a detailed site inspection and short-term ambient noise survey to identify sensitive receptors located within the project study limits and to generally quantify ambient noise conditions in the immediate project vicinity.
- Using Caltrans Construction Noise Evaluation program, BAC will prepare an assessment of potential noise impacts associated with project construction. The evaluation will include consideration of the dates, times, and equipment to be used in the construction project. BAC does not propose to evaluate impacts due to traffic, as this assessment focuses only on construction noise.
- Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided as required by the Caltrans Protocol.
- BAC will provide a written construction noise memorandum for this project which includes the data, analysis, and results of the study. This memorandum will cover construction noise only and does not include preparation of the project Noise Study Report (STANTEC) or Noise Abatement Decision Report (NADR).

**Deliverable:**

- Electronic version of administrative draft noise memorandum; three (3) hard copies of revised noise memorandum and PDF; and five (5) copies of final noise memorandum and PDF.

**Meeting(s):**

- Not Applicable.

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work*****Task 2.2.12 – Prepare Construction Traffic Memorandum (IF REQUIRED)***

STANTEC will prepare a Traffic and Transportation Technical Memorandum (memorandum) in accordance with the guidelines contained in Caltrans' Standard Environmental Reference (SER). The memorandum will describe existing traffic operating conditions, including the Level of Service (LOS) and the average daily volumes of traffic using adjacent local roads, and will present traffic handling alternatives that could be used during project construction. The memorandum will include a discussion of the LOS and other environmental considerations (e.g., distance and operating conditions) associated with alternative routes. The memorandum will also include discussions of the impacts of project construction on emergency response, school bus routes, public transit routes, agricultural land access, and pedestrian and bicycle traffic using data contained in the Humboldt County General Plan and the Humboldt County Regional Transportation Plan (2008, amended 1/17/2013), as well as other relevant planning documents.

STANTEC will provide an administrative draft of the memorandum for Quincy and County review and approval, incorporate revisions, and provide the County with a draft memorandum for submittal to Caltrans for review and approval. STANTEC will review and respond to Caltrans comments and prepare a final memorandum.

**Deliverable:**

- Electronic version of administrative draft memorandum; three (3) hard copies of revised memorandum and PDF; and five (5) copies of final memorandum and PDF.

**Meeting(s):**

- Not Applicable.

***Task 2.2.13 – Prepare Historical Resources Evaluation Report (IF REQUIRED)***

If determined to be required by Caltrans District 1, WRA, as a subcontractor to STANTEC, will prepare a Historic Resources Evaluation Report (HRER). The HRER will involve supplemental project management time to arrange for the services of the architectural historian and historical archaeologist and coordination with stakeholders.

In addition to standard sources of information, such as National Register, California Register of Historical Resources (CRHR), and California Historical Landmarks and California Points of Historic Interest listings. The architectural historian will search for information from local sources such as the Historic Property Data File for Humboldt County, Six River National Forest records, the Humboldt County Clerk/Recorders office in Eureka, the Humboldt County Historical Society, and other sources that are indicated during initial research. This may include discussions with local residents.

Fieldwork proposed in this scope of work includes a visit to the project area to inspect architectural resources that survive in the area of potential effects (APE), such as the North Coast Railroad Authority (NCRA) grade. For the purpose of this scope of work, it is assumed that no more than three structures exist within the APE. It is also assumed that



## Holmes-Larabee Bridge and McCann Bridge Projects

### Exhibit A – McCann Scope of Work

structures are visible without vegetation clearing or excavation. Structures in the APE will be recorded on Department of Parks and Recreation (DPR) 523 forms, as adapted by Caltrans to add County, Route, and Post-mile information. Inventory forms shall include the DPR 523 Primary Record form and the DPR 523 BSO form. Structures within the APE will be photo-documented. Fieldwork at project site will be combined with historical research.

A HRER will be produced that follows the guidance of Caltrans Standard Environmental Reference (SER), Volume 2, Cultural Resources, Chapter 7 and Exhibit 6.2. This will include: a project description that is relevant to cultural resources; a historical overview; review of previous research summarizing relevant previous research for the types of resources, relevant local, regional, and where appropriate, state, and, national historic contexts previous studies and findings related to the built environment within and adjacent to the APE; a description of study methods; a description of historical resources within the APE, including maps and photographs; a thorough discussion; a statement of significance summarizing whether the resource meets the NRHP and whether it is a historical resource for the purposes of CEQA. For properties that do not meet NRHP criteria or are not historical resources under CEQA, the HRER will explain why (no historical associations, lack of integrity, etc.). For properties that are eligible for the NRHP or are historical resources under CEQA, the HRER will cite the specific criteria, period and level of significance, boundary descriptions, the character-defining features, and contributing and non-contributing elements.

#### Deliverable:

- One (1) copy of the administrative draft of the HRER; four (4) copies of the revised HRER; and five (5) copies of the final HRER, as well as PDFs.

#### Meeting(s):

- Not Applicable.

#### *Task 2.2.14 – Prepare California State Lands Memo*

California State Lands has indicated that a River Access Memo will be needed. The River Access Memo will identify the current river access available to the public and identify the post-project river access. Per conversations with the California State Lands staff, their interest is that no change in river access results from the project. The scope of this task does not include providing an upgrade in the river access nor other facilities such as boat launch ramp, restroom facilities, parking areas, etc. The memo will include maps showing the current and post-project access.

#### Deliverable:

- California State Lands Memo, Administrative draft, draft, final

#### Meeting(s):

- California State Lands Memo, Administrative draft, draft review phone conference





### TASK 2.3 – ENVIRONMENTAL DOCUMENT

Based on initial guidance provided by the County, STANTEC assumes that compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), will be in the form of a joint environmental impact report (EIR) / environmental assessment (EA). For purposes of this scope of work, it is assumed that both Holmes-Larabee and McCann bridges will be included in the same EIR/EA.

#### *Task 2.3.1 - Prepare the Notice of Preparation and Conduct Public Scoping*

This task includes the effort necessary to prepare and submit a Notice of Preparation (NOP) for the two projects. The NOP will be prepared in a format that is consistent with CEQA requirements and acceptable to the County and will include:

- Brief description of the projects;
- Location Maps (USGS Quad or other acceptable map base);
- Probable environmental effects of the proposed projects; and
- Other information deemed significant to the projects.

The NOP will be submitted to the State Clearinghouse and, as identified in consultation with the County, responsible agencies, trustee agencies, and others designated by the County. The NOP will be sent by certified mail or other delivery services that provides documentation of delivery. The submittal of the NOP triggers the 30-day public agency comment period.

STANTEC will compile the responses from the NOP and incorporate the responses into the project evaluation and CEQA/NEPA document. STANTEC will keep the County informed of agency comments as they are received. STANTEC will track the agency comment response deadline and respond (after County concurrence) to agency requests for additional comment time (if applicable).

STANTEC will support County staff in conducting a Scoping Meeting that will be held, likely in the community of Redcrest, to solicit input as to the scope and content of the EIR/EA. This Scoping Meeting will be the same meeting as the Public Workshop Meeting in Task 1.2.5. The purpose of the scoping sessions is to describe the project, seek agency comment on the scope and breadth of the technical studies, discuss potential alternatives to the projects and preliminary mitigation requirements, and describe the anticipated environmental review schedule. The Scoping Meeting to be conducted during the 30-day NOP public review period. STANTEC will prepare appropriate graphics/visual displays, draft public notices, informational hand-outs, and presentation materials, as directed by County staff. It is assumed that the County will be responsible for distributing public notices and newspaper advertisements, arranging a scoping meeting location, and setting up the meeting room.



**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work****Deliverable:**

- Electronic copies of the draft NOP; Thirty (30) copies of the final NOP; one (1) unbound reproducible copy; and one Word compatible file on CD.

**Meeting(s):**

- Attendance at two Scoping Meetings in Humboldt County by STANTEC Project Manager and other technical staff

***Task 2.3.2 - Prepare Administrative Draft Environmental Impact Report / Environmental Assessment***

STANTEC will prepare a joint administrative draft EIR/EA (ADEIR/EA) document that follows the current Caltrans template, in accordance with the requirements presented in Caltrans' Standard Environmental Reference, Chapter 37, Preparing Joint NEPA/CEQA Documentation). The general outline of the EIR/EA is as follows:

- Cover Sheet;
- General Information about the Document;
- Title Sheet;
- Table of Contents;
- Chapter 1 – Proposed Projects (Introduction, Purpose and Need, Project Description, Alternatives, Permits and Approvals Needed);
- Chapter 2 – Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures (Regulatory Setting, Affected Environment, Environmental Consequences, Avoidance, Minimization, and/or Mitigation Measures; Human Environment resource topics, Physical Environment Topics; Biological Environment Topics; Cumulative Impacts);
- Chapter 3 – CEQA Evaluation (Determining Significance under CEQA, Discussion of Significant Impacts, Mitigation Measures for Significant Impacts);
- Chapter 4 – Comments and Coordination;
- Chapter 5 – List of Preparers;
- Chapter 6 –Distribution List; and
- Appendices – (CEQA Checklist, concurrence documents, Title VI Policy Statement, Glossary of Technical Terms [If required], Avoidance, Minimization, and/or Mitigation Measures Summary, List of Acronyms [If required], and list of technical studies.

The document will be prepared in a narrative format that incorporates the project descriptions/purpose and need statements developed under Task 2.1 and summarizes the results of the technical studies listed in Tasks 2.2 and technical studies prepared by other project team members (i.e., hydraulic study, geotechnical study). The document will also contain supporting graphics.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

The ADEIR/EA will contain a description (or descriptions) of the physical environmental conditions at the sites and within the vicinity of the proposed projects. This discussion will review all aspects of the physical environment, but will concentrate on resources that may be affected by the proposed projects (i.e., biological resources, cultural resources, visual resources). This evaluation will rely on the information from the aforementioned technical studies, as well as any additional evaluations conducted in support of the ADEIR/EA. The Affected Environment/Environmental Setting will form the baseline conditions for determining potential environmental consequences/impacts and evaluation of the alternatives. Pertinent state and federal regulations will be summarized for each resource topic addressed in the ADEIR/EA.

The ADEIR/EA will evaluate the potential environmental effects of the proposed projects. The evaluation will include short- and long-term effects and direct and indirect effects. Cumulative effects and potential for growth-inducement impacts will also be evaluated. It will develop “Thresholds of Significance” for determining the relative impact of the proposed project under CEQA on a specific resource.

Mitigation Measures will be prepared pursuant to CEQA guidelines (e.g., Section 15126.4). STANTEC will coordinate with the Quincy, County staff, and the necessary agencies to develop both avoidance/minimization measures and mitigation measures to minimize significant adverse environmental effects. Measures proposed by other agencies shall be identified in the document.

It is anticipated that the environmental document will analyze at a minimum the following alternatives for each bridge replacement project: preferred alternative; another build alternative; and No Project/No Action alternative. Alternatives carried forward for evaluation in the ADEIR/EA will be presented with detail sufficient to support meaningful analysis. The narrative description for the alternatives will be prepared by STANTEC, in coordination with County, Quincy, and Caltrans District 1 staff. Development of detailed site plans for alternative designs is not included in this scope of work. The ADEIR/EA will describe any alternatives that were considered by the County, but rejected as infeasible during the alternative development and scoping processes. The evaluation will be conducted at a level of detail sufficient to allow meaningful comparisons with the proposed actions.

The ADEIR/EA will be structured to integrate the results of the Section 4(f) process, Section 106 processes (draft programmatic agreement), Section 7 ESA consultations, and other consultations. Upon completion of the ADEIR/EA, we will circulate the document for review and comment by the County and Caltrans District 1, and other responsible agencies as deemed appropriate by the County.

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work****Deliverable:**

- Electronic copy (PDF and Word.doc) of the ADEIR/EA.

**Meeting(s):**

- Not Applicable.

***Task 2.3.3 - Prepare Public Draft Environmental Impact Report / Environmental Assessment***

Following careful consideration of County and Caltrans staff's comments on the ADEIR/EA, STANTEC will discuss the revisions of the ADEIR/EA with staff and incorporate any changes as needed to prepare the Draft EIR/EA (DEIR/EA).

**Deliverable:**

- Twenty (20) bound copies of the DEIR/EA; Twenty (20) CDs of the DEIR/EA; One (1) CD containing copies of the DEIR/EA and any appendices in PDF format, suitable for printing; and one (1) unbound reproducible copy.

**Meeting(s):**

- Attendance by the STANTEC project manager at one (1) meeting to review project team comments on the ADEIR/EA.

***Task 2.3.4 - Prepare Public Notices and Circulate DEIR/EA***

STANTEC will prepare a Notice of Completion (CEQA) form, submit to the County for review and signature, and submit to the Office of Planning and Research to initiate the public review process. We recommend the County provide, at a minimum, a 45-day public comment period. STANTEC assumes that the County will be responsible for compiling all comment letters received on the DEIR/EA.

**Deliverable:**

- One (1) signed copy of the NOC form for submittal to the State Clearinghouse, along with Fifteen (15) copies of the DEIR/EA (can be Executive Summary in hard copy form with a CD of the entire document).

**Meeting(s):**

- Not Applicable.

***Task 2.3.5 - Public Hearing and Notice***

STANTEC will assist with the preparation of the Public Notice for the availability of the DEIR/EA for the project, including the Notice for a Public Hearing. This notice shall be published concurrent with the Notice of Completion. The County will be responsible for publication of the public notice in the local newspaper. We assume that one (1) public hearing will be held since both projects are included in a single DEIR/EA. This public hearing is intended to be the same public hearing indicated in Task 1.2.5.



## Holmes-Larabee Bridge and McCann Bridge Projects

### Exhibit A – McCann Scope of Work

STANTEC will prepare up to three (3) presentation size graphics for the public hearing. The STANTEC will prepare for and attend (up to three representatives) one public hearing. The County will provide the site, advertising for the meeting, public address systems or other presentation equipment, equipment to accommodate persons with disabilities and necessary security and insurance for the meeting. STANTEC will document comments received during the public comment period in a comment matrix. This task does not include transcripts of the Hearing.

#### Deliverable:

- Up to three (3) presentation size graphics; materials and handouts.

#### Meeting(s):

- Attendance at the Public Hearing by no more than three (3) STANTEC team members.

#### *Task 2.3.6 - Prepare Mitigation Monitoring and Reporting Plan*

STANTEC will prepare a comprehensive and effective Mitigation Monitoring and Reporting Plan (MMRP) to ensure that measures identified in the EIR/EA are implemented for each project. STANTEC will prepare a draft version of the MMRP for review by Quincy and the County. As with other documentation tasks for this project, portions of the MMRP may be prepared concurrent with other tasks and will use, to the extent possible, available documentation. The Draft MMRP for each project will include:

- Mitigation requirements by environmental topic or resource area;
- Criteria for measuring success and/or completion of mitigation;
- Party(ies) that are responsible for implementation; and
- Party(ies) that are responsible for monitoring/reporting.

#### Deliverable:

- Fifteen (15) copies of each Mitigation Monitoring and Reporting Plan; one (1) unbound reproducible copy; and one Word compatible file on CD.

#### Meeting(s):

- Not Applicable.

#### *Task 2.3.7 - Prepare Final EIR and EA/Finding of No Significant Impact / Coordinate Project Approval*

After the close of the public comment period, STANTEC will review the public and agency comments with Quincy and the County and provide written responses for each comment provided. The DEIR/EA will become the final EIR/EA and the written responses to comments will be included as a separate, bound document. STANTEC will deliver the Notice of Determination (NOD) form and Proposed Finding of No Significant Impact (including the final EIR/EA) to the County and to Caltrans. The Final EIR/EA will integrate the findings and mitigation measures associated with both the Section 106 processes,



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

Section 7 ESA consultations (BOs); and Section 7 Wild and Scenic River Consistency Determinations.

STANTEC will coordinate the final stages of the CEQA process with the County. CEQA approval, via certification of final EIR, would be obtained at a regularly scheduled meeting of the Board of Supervisors. CEQA *Guidelines* (Section 15075) requires that the lead agency file a Notice of Determination (NOD) with the County clerk and with the state Office of Planning and Research after deciding to approve a project for which an EIR has been adopted. Per standard procedures, Caltrans will review and approve the document and adopt the FONSI. Before Caltrans can adopt the FONSI, the Section 7, Section 106 and Section 4(f) consultations and reviews will have to be completed. The NEPA process is complete with Caltrans adoption of the FONSI.

**Deliverable:**

- Fifteen (15) bound copies of the FEIR/EA (responses to comments volume); One (1) Unbound, Camera-ready copies of the FEIR/EA (responses to comments volume); Electronic copy of the FEIR/EA (responses to comments volume); one (1) draft copy of the NOD for County signature.

**Meeting(s):**

- Not Applicable.

*Task 2.3.8 - Prepare Findings of Fact*

Pursuant to Section 15091 of the CEQA *Guidelines*, STANTEC will prepare the findings of fact, including a statement of overriding considerations if needed, on behalf of the County, if requested. The statement of findings will be used by the County Board of Supervisors to make a decision on whether to certify the EIR or not.

**Deliverable:**

- Five (5) copies of the findings of fact document; one (1) unbound reproducible copy; and one Word compatible file on CD.

**Meeting(s):**

- Not Applicable.



## PHASE 2 – FINAL DESIGN AND RIGHT OF WAY

Phase 2 will commence once the project has received environmental document approval.

The Phase 2 scope and cost estimate was required in the RFP. It is understood that the assumed scope and cost may need to be refined pending the specific project defined in Phase 1. For purposes of the Phase 2 scope and cost definition, the following preferred alternative was assumed:

1. Full height and full length bridge required to convey the Q100 design flows.
2. The bridge type will be an eight-span post tensioned concrete box girder bridge connecting Dyersville Road and McCann Road upstream of the existing low water bridge.
3. The roadway approach will include developing the intersection of the bridge with each road to the minimal extent required to meet current design standards.

### TASK 1.1 - PROJECT MANAGEMENT & COORDINATION

The Project Management and Coordination Task 1.1 will be extended for Phase 2, assumed to last for 24 months, and modified as follows for Phase 2:

The Humboldt County Department of Public Works Deputy Director, Tony Seghetti will serve as the contract manager and direct liaison between the QEI Team and Caltrans District 1 Division of Local Assistance. The QEI Team Project Manager, Jim Foster, shall be responsible for project management activities throughout the term of the final Consultant Services Agreement, which include, but are not limited to, coordinating and being responsible for scheduling meetings, managing the Project schedule, preparing and distributing meeting minutes, conducting field reviews, tracking action items for the County, the QEI Team and its subconsultants, and preparing submissions for the County to submit to Caltrans Local Assistance.

Quincy Engineering, Inc. (QEI) will provide Project Management tasks which includes coordination with the County, Team management, deliverable development tracking, Team and stakeholder communication, and project progress and budget reporting. QEI will develop, track, and lead the following project management tasks:

- **Project Coordination** – The QEI project manager and project engineers will provide team coordination and project development facilitation throughout the project development Phase 2. This is expected to consist of phone calls, e-mails, etc. as needed to assure the project team, sub consultants, and stakeholders are understanding of the project challenges, constraints, and possible solutions. Action Items will be tracked and progress updates provided.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

- **Kick Off Meeting** - A Phase 2 kick-off meeting will be held after the notice to proceed and will set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members. A meeting agenda, meeting handouts, meeting summary, and action item list will be developed.
- **Project Meetings** - Project team meetings will be conducted monthly to review project progress and next steps. Subconsultants will participate in Project Team meetings by teleconference when appropriate. Once, every quarter, in-person project meetings will be conducted at the County office and will include the team’s Project Manager and Bridge and Roadway Project Engineers. A meeting agenda, meeting handouts, meeting summary, and action item list will be developed. GoToMeeting or Skype will be used to facilitate the project meetings.
- **Critical Path Schedule** – The project development schedule will be developed in MS Project, identify the critical path items, and be updated monthly.
- **Invoices, Budget Tracking, Progress Reports, and Look-Ahead Summaries** - Monthly Invoices, Budget Tracking, Progress Reports, and Look-Ahead Summaries will be developed monthly and provided with each invoice. All subconsultants will provide monthly invoices and progress reports. A sample of the monthly invoice, summary forms, and progress report will be provided to the County for review, comment, and adjustment as requested.
- **HBP Assistance** - Assistance with the development of the HBP forms and information as well and facilitation of the processing with Caltrans Local Assistance will be provided. This is expected to include:
  - Development of the HBP Programming Forms (6A-6D) update following completion of the final Project Report.

**Deliverable:**

- Project Coordination and Action Item Tracking
- Project Critical Path Schedule and Monthly Schedule updates
- Project Invoices, Budget Tracking, Progress Reports and Look-Ahead Summaries
- HBP assistance - Programming forms (6A-6D) update

**Meeting(s):**

- Phase 2 Kickoff Meeting (1), quarterly in-person progress meetings (8), and monthly phone conference meetings (16)
- HBP Form update review phone conference





### TASK 3 - RIGHT-OF-WAY CERTIFICATION

**Right-of-Way Determination.** The County currently owns right-of-way along the existing alignment for the McCann Bridge. Temporary permission to enter may be required to accommodate detours for new bridge alternatives. The QEI Team will delineate the additional right-of-way and/or easements required for the Project and provide related technical data, including, staking data and cut/fill limits for visual inspection by landowners. The County will be responsible for securing the right-of-way and/or easements. The QEI Team shall be available for one (1) site meeting with landowners for the McCann Bridge to provide technical support during right-of-way negotiations.

**Coordination with Adjacent Properties.** The QEI Team shall coordinate with adjacent property owners to establish driveway locations and other required modifications of their property, including, without limitation, fence relocations, mailbox relocation and/or tree removal.

**Utility Coordination.** The QEI Team shall submit improvement plans to utility companies in accordance with applicable local, state and/or federal requirements and coordinate utility relocations, including, relocation of the utility poles, as needed.

**Deliverables.** Deliverables shall include; right-of-way exhibits that show the existing and proposed right-of-way acquisitions, including all proposed temporary construction easements, detours, potential staging areas, environmental mitigation areas and revegetation areas; technical information required for all legal descriptions and exhibits; staking data for all proposed improvements and right-of-way components; and plans and specifications that are current with real property negotiations.

QEI will:

- Communicate and coordination with the utility companies by contacting them during the preliminary and final design phases.
- Maintain Utility Correspondence Diary
- Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- Prepare the A, B, C letters according to Caltrans and County procedures.
- Coordinate the relocation and protection of the existing utilities for the project based on information obtained from the various affected utility owners.
- Contact utility companies and arrange for them to attend PDT meetings as needed.
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.





**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

- Develop Caltrans Reports of Investigations and Notice to Owner;
- Coordinate relocation schedules for timely completion (if required).

**QEI will:**

- Delineate the final right-of-way and/or easement needs for the County.
- Develop a right-of-way exhibit showing existing gross areas and the areas of the right-of-way temporary construction easements (TCEs).

**SHN will:**

- Prepare right of way plats in accordance with County standards for each property owner that shows both permanent takes and temporary construction easements.
- Flag the proposed R/W lines for inspection/approval by the County right-of-way agent and property owner (if permanent right-of-way is required).

The County will be responsible for staking the right of way, securing the right-of-way and/or easements, and providing the title reports.

**Deliverable:**

- Monthly invoices and progress reports (SHN)
- Final Right of Way Definition (QEI)
- Plat Maps and Legal Descriptions (SHN)
- RW flagging in the field (SHN)
- R/W Acquisition & Appraisal (County)
- Draft ROW Certification Form (County)
- Final ROW Certification Form (County)
- Utility Conflict Map (QEI)
- Utility Letter A (Phase1), B and C (QEI)
- Caltrans Reports of Investigations (QEI)
- Caltrans Notice To Owners (County)

**Meeting(s):**

- Coordination meeting conference calls (6) (QEI, SHN)



## TASK 4 - FINAL DESIGN AND ENGINEERING SERVICES

For purposes of developing the cost estimate, the bridge has been assumed to be a cast-in-place concrete box girder bridge founded on cast-in-drilled-hole piles.

### Bridge Design/Roadway Design

**Bridge Final Design.** The QEI Team will be responsible for preparing and submitting design reports and other related documentation for roadway bridge approaches and bridge structures for the selected alternatives for the new Eel River crossings. The bridge design services provided as part of this task will also include the preparation of traffic control plans, construction plans and specifications utilizing Caltrans Standards and American Association of State Highway and Transportation Officials Geometric Design guidelines, detailed cost estimates, and bid documents utilizing standard County construction contract provisions. The final bridge design will also contain identification of any utilities that may need to be relocated as a result of the new crossings.

**Deliverables.** Deliverables for Task Four shall include the following:

1. Provision of a 65% Submittal (Unchecked Details) Package which includes the following: General Plan; Foundation Plan; Abutment and Elevation Plan; Typical Sections; Test Borings/Geotechnical Report; Traffic Control Plan; Cost Estimate; Outline Specifications; and Roadway and Civil Plans.
2. Provision of an Independent Review Report which includes an independent review and analysis of the structural calculations and designs for the McCann Bridge.
3. Provision of a 100% Submittal (Checked Details) Package which includes all of the following: complete construction plans; draft specifications; cost estimates; independent check certifications; design and check calculations; quantity calculations; and construction staging plans.
4. Provision of a Final Submittal Package which incorporates all the review comments into the design plan and includes all the following: complete bid documents including, plans, specifications and contract provisions ready for reproduction and distribution; final cost estimate; final structural design calculations; final independent check calculations; final quantity calculations; tentative construction schedule; 4-scale bridge deck contour plans; and final construction staging plans.



Holmes-Larabee Bridge and McCann Bridge  
Projects

Exhibit A – McCann Scope of Work

**TASK 4.1 – FINAL REPORTS, DESIGN & SUBMITTAL OF 65% PLANS (UNCHECKED DETAILS)**

*Task 4.1.1 – Final Reports*

QEI will:

- Project Report: The final project report will be updated to include requirements resulting from the Final Environmental Document approval process. 30% Plans will be updated.

WRECO will:

- Final Bridge Design Hydraulic Study: WRECO will verify the Bridge Design Hydraulic Study Report, based on the final design, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.
- Dry Weather Flows: Confirm the dry weather flow and bypass system requirements (Diversion pipes or Trestle opening requirements) based on the final design.
- Project Website – WRECO will continue to host a project website for the McCann Bridge Project that will contain project information to increase project understanding by the public. It is anticipated that:
  - A link to the website will be posted on the County’s website and the public will be directed there to access it.
  - The project information to be posted will be approved by the County in advance of posting.
  - The County, QEI, and the Project Team will be providing WRECO with most of the information to be posted.
  - It is assumed that typical information will be posted and special items such as videos will not be needed.
  - WRECO anticipates that the website will be active for the Engineering Phase which is assumed to last 5 years.
  - The website for the project will be developed using available guidelines with the intent of meeting the requirements of Title II of the ADA, and WCAG 2.0 Level AA for on-line information.
  - The County’s ADA website coordinator will review the website for conformance with the requirements of Title II of the ADA and WCAG 2.0 requirements.
  - Documents provided to WRECO will be provided in PDF format and already made ADA accessible. WRECO can convert the Word files to accessible PDF format for an additional cost, depending on the

**Holmes-Larabee Bridge and McCann Bridge Projects****Exhibit A – McCann Scope of Work**

size and number of documents. This will be charged on a time-and-materials basis.

- WRECO will perform up to two updates for each website per year for up to five years.
- WRECO's consultant will assist in reviewing and complying with the Title II of the ADA and WCAG 2.0 requirements. Reviews will be performed once a year or as-needed depending on changes or updates to the regulations, for up to five years.
- The County and the Project Team will provide comments in a timely manner to WRECO.

Crawford will:

- **Subsurface Exploration:** Conduct additional subsurface exploration and testing following alignment and type selection. Based on discussions with Quincy Engineering, we anticipate the new bridge to have 9 bridge supports (two abutments and 7 piers). Assuming the anticipated alignment is advanced to final design, CAInc will drill, log and sample six additional borings to supplement the three drilled at the preliminary engineering phase (one boring at each final support location). Additional borings may be needed if a different alignment is selected or if the final support locations require further exploration. The final scope will be confirmed at the completion of the Preliminary Engineering phase once the alignment and support locations are established. Drill depths will be to approximately 100-150 feet below ground surface. In addition to the bridge structure, we anticipate about 4 additional borings along the roadway approaches to evaluate slope stability, lateral spreading and grading conditions; these will be advanced to depths of about 20-40 feet. In the active channel, consideration will be given to excavator test pits and/or bucket auger borings to better evaluate the coarse channel sediments and their effects on foundation construction. Other drilling details as described for the Phase-1 exploration will also apply to this Phase, including shared mobilization, permits, rights of entry and pad construction/access.
- **Lab Testing:** Perform laboratory tests on samples retrieved from the test borings. Laboratory testing will include moisture content, unit weight, triaxial shear tests, unconfined compressive strength, sieve analysis, plasticity index, soil corrosion, and R-values.
- **Bridge Foundation Report:** For Bridge Final Design, CAInc will prepare a Foundation Report based on additional subsurface exploration and testing following alignment and type selection. Develop the Draft and Final Foundation Report will include a summary of the subsurface exploration, field and laboratory soils testing, the "Log of Test Borings" drawing (suitable for inclusion with plans)

**Holmes-Larabee Bridge and McCann Bridge  
Projects****Exhibit A – McCann Scope of Work**

and discuss encountered earth materials and foundation conditions. CAI will work with QEI to develop a pile drivability analysis. Using the information obtained from the Phase 2 Test borings and axial load demand provided by QEI, CAI will estimate the pile driving requirement for the bridge supports and temporary trestle piles. The information will include the practical hammer size, blows per foot and estimate of installation rates. QEI will use this information to estimate the pile installation duration and in conjunction with STANTEC develop the hydro acoustic analysis required for the verification of the information contained within the Biological Assessment. This information will be used for re-validation of the hydro acoustic requirements for the construction permit issuance. The report will provide seismic design criteria, liquefaction evaluation, corrosion evaluation, foundation recommendations per current Caltrans LRFD procedures, approach earthwork and pavement section recommendations, and construction considerations.

**Deliverable:**

- Monthly invoices and progress reports (WRECO, CAI)
- Project Report, Draft and Final
- Bridge Design Hydraulics Report, Draft and Final
- Bridge Foundation Report, Draft and Final

**Meeting(s):**

- Coordination meeting conference calls (6) (QEI, WRECO, CAI)

**Task 4.1.2 – Design and 65% Plans**

In conjunction with Task 4.1.1, QEI, MSI, and MGE will develop:

- **Bridge Design:** The final bridge designs will be performed in accordance with Caltrans *Bridge Design Specifications* and other Caltrans design manuals. Design will be based on the “Load Resistance Factor Design” method, with TL-93 and permit truck design live loads. Seismic design will be performed in accordance with the Caltrans *Seismic Design Criteria, Version 1.6*, the latest ARS curve updates (2010) and information available from Caltrans Earthquake Research. Computer analysis and design programs used are “state-of-the-art” for bridge design.
- **Approach Roadway Design:** The final approach roadway design (Geometric Approval Drawings) will be completed in accordance with County Standards, AASHTO’s “A Policy on Geometric Design of Highways and Streets”, Caltrans *Highway Design Manual*, and Caltrans *Standard Specifications*. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on 20-foot intervals. Detour plans and project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

- **65% Plans** The plan sheets will be prepared in CADD according to the County’s and Caltrans’ drafting standards. Plans will be prepared in English units and will be consistent with Caltrans’ Standard Plans. The plan sheets are as follows:

**Road Plans**

Title Sheet	Drainage Details 2
Typical Section No. 1	Drainage Quantities
Typical Section No. 2	Construction Area Signs
Layout No. 1	Detour Plan No. 1
Layout No. 2	Detour Plan No. 2
Layout No. 3	Stage Construction No. 1
Layout No. 4	Stage Construction No. 2
Profile No. 1	Traffic Handling No. 1
Profile No. 2	Traffic Handling No. 2
Profile No. 3	Pavement Delineation Plan No. 1
Profile No. 4	Pavement Delineation Plan No. 2
Construction Details No. 1	Pavement Delineation Plan No. 3
Construction Details No. 2	Pavement Delineation Plan No. 4
Construction Details No. 3	Summary of Quantities No. 1
Construction Details No. 4	Summary of Quantities No. 2
Contour Grading Plan 1	Erosion Control Plan No. 1
Contour Grading Plan 2	Erosion Control Plan No. 2
Contour Grading Plan 3	Erosion Control Plan No. 3
Contour Grading Plan 4	Erosion Control Plan No. 4
Drainage Plan No. 1	Erosion Control Details No. 1
Drainage Plan No. 2	Erosion Control Details No. 2
Drainage Details 1	Erosion Control Quantities No. 1
	Erosion Control Quantities No. 2

**Bridge Plans**

General Plan	Pier 3 Details
Structure Plan No. 1	Pier 4 Details
Structure Plan No. 2	Pier 5 Details
Structure Plan No. 3	Pier 6 Details
General Notes	Pier 7 Details
Deck Contours No. 1	Pier 8 Details
Foundation Plan No. 1	Pier Details No. 1
Foundation Plan No. 2	Pier Details No. 2
Foundation Plan No. 3	Typical Section No. 1
Abutment 1 Layout	Typical Section No. 2
Abutment 9 Layout	Girder Layout No. 1
Abutment Details No. 1	Girder Layout No. 2
Abutment Details No. 2	Girder Layout No. 3
Pier 2 Details	Girder Reinforcement



**Holmes-Larabee Bridge and McCann Bridge  
Projects**

**Exhibit A – McCann Scope of Work**

Hinge Details No. 1  
Hinge Details No. 2  
Cable Restrainer Type 1  
Cable Restrainer Hardware Details  
PTFE Spherical Bearing Details  
Architectural Details  
Structure Approach Slab type EQ10  
Joint Seal - Hinge Details (MR>4")

Joint Seal - Abutment Details  
(MR>4")  
Structure Approach Drainage Details  
Tubular Bicycle Railing Details  
Log of Test Borings No. 1  
Log of Test Borings No. 2  
Log of Test Borings No. 3

**Deliverable:**

- Bridge and Roadway Design calculations (QEI)
- 65% Bridge and Roadway Plans

**Meeting(s):**

- Coordination meeting conference calls (6) (QEI, County)



#### TASK 4.2 - INDEPENDENT DESIGN CHECK

- [Independent Check Bridge](#) - MSI will provide an independent detailed check of all bridge plans and element designs. This will be performed by a licensed engineer that has not previously worked on the design of the project. This will include gravity and seismic analysis and capacity/demand ratio checks of major bridge members (superstructure and substructure) as well as a sheet-by-sheet review of the plans and details for accuracy, readability and consistency.
- [Independent Check Road](#) - QEI will provide an independent detailed check of the roadway design and plans. This will be performed by a licensed engineer that has not previously worked on the design of the project.

##### Deliverable:

- Monthly invoices and progress reports (MSI)
- Independent bridge design check calculations and plan check (MSI)
- Independent roadway design check calculations and plan check (QEI)

##### Meeting(s):

- Coordination meeting conference calls (3) (QEI, MSI)

#### TASK 4.3 - SPECIFICATIONS

- [Specifications](#) - MGE will develop project special provisions based on Caltrans Standard Special Provisions (SSP) (Sections 8, 9 and 10) and County-provided boilerplate Special Provisions (CSP).

##### Deliverable:

- Monthly invoices and progress reports (MGE)
- Technical Specifications (Sections 8, 9, and 10), draft and final (MGE)
- Combined Specifications, draft and final (MGE)

##### Meeting(s):

- Coordination meeting conference calls (3) (QEI, MGE, County)

#### TASK 4.4 - CONSTRUCTION QUANTITIES & ESTIMATE

- [Quantities and Estimate](#) - QEI and MGE will develop construction quantities and the Team's estimate of construction costs (Q and E). Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items per Caltrans naming convention. The estimate will show quantities, unit costs, and a project cost summary.

##### Deliverable:

- Pay Item quantities and check quantities (MGE, QEI)
- Engineers estimate of construction costs (MGE, QEI)

##### Meeting(s):

- Coordination meeting conference calls (3) (QEI, MGE, County)





#### **TASK 4.5 - QUALITY CONTROL & CONSTRUCTIBILITY REVIEW**

- A senior level QEI engineer will review the entire draft PS&E (95% PS&E) package for uniformity and compatibility as well as conformance with the Federal HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all project documents. Comments will be addressed and resolved.
- Comments will be summarized and incorporated into the project plans prior to 100% PS&E.

##### **Deliverable:**

- QAQC checklist and review comment summary form (QEI)

##### **Meeting(s):**

- Not Applicable

#### **TASK 4.6 - SUBMITTAL OF 95% (DRAFT) PS&E**

QEI and MGE will develop the 95% submittal including:

- Checked complete 11"x17" replacement structure/roadway;
- County Boiler Plate and Special Provisions;
- Detailed construction estimate and working day schedule; and
- County's "red-lined" set of 65% plan comments; and
- QEI will address the 65% review comments in writing. All conflicts will be resolved.
- PDF files of entire submittal

##### **Deliverable:**

- 95% PS&E Submittal
- 65% PS&E County Comment summary and response form

##### **Meeting(s):**

- Coordination meeting conference calls (3) (QEI, MGE, County)



**Holmes-Larabee Bridge and McCann Bridge Projects**

**Exhibit A – McCann Scope of Work**

**TASK 4.7 - DRAFT 100% PS&E**

QEI will:

- Develop the Draft 100% PS&E submittal for County review.
- County’s “red-lined” set of 95% PS&E comments; and
- QEI will address the 95% review comments in writing. All conflicts will be resolved.
- The 100% PS&E submittal set will be stamped and signed by the project engineer and will include design plan prints (11”x17”), special provisions, quantity calculations, cost estimates, and independent check calculations.
- PDF files of entire submittal

**Deliverable:**

- 100% PS&E Submittal
- 95% PS&E County Comment summary and response form
- PDF files of entire submittal

**Meeting(s):**

- Coordination meeting conference calls (3) (QEI, MGE, County)

**TASK 4.8 - FINAL 100% PS&E (FINAL SUBMITTAL)**

The final plans, specifications and estimate will be submitted to the following:

- Final design plans with cover sheet stamped and signed by the project engineer in 11”x17” sizes;
- One original stamped and wet-signed signature page of the Special Provisions;
- Contract Specifications;
- Final design and design check calculations;
- Quantity and quantity check calculations;
- Working day schedule;
- County’s “red-lined” set of 95% plan comments;
- Final Engineer’s Estimate; and
- Resident Engineer’s File produced in the County’s format.
- PDF files of entire submittal

**Deliverable:**

- 100% Bid ready PS&E
- Final stamped design and design check calculations;
- Quantity and quantity check calculations;
- Working day schedule;
- County’s “red-lined” set of 95% plan comments;
- Resident Engineer’s File produced in the County’s format.
- PDF files of entire submittal

**Meeting(s):**

- Coordination meeting conference calls (3) (QEI, MGE, County)



## TASK 5 - ENVIRONMENTAL PERMITTING

The Project will require permits from ACOE (Section 404), CDFW (1602), NCRWQCB (Section 401) and CSLC (General Lease Permit). The County reserves the option to prepare and submit the permit applications for the Project. However, the QEI Team may be responsible for providing the County with any technical information, exhibits, illustrations, etc. that may need to be submitted with the permit applications.

Under this task, STANTEC would prepare the necessary permitting packages for the County's signature and submittal. At this time, STANTEC anticipates the following permits will be required for the McCann Bridge:

### TASK 5.1 - CLEAN WATER ACT SECTION 404 PERMIT (U.S. ARMY CORPS OF ENGINEERS)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, STANTEC will prepare a pre-construction notification and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County and/or Quincy will be responsible for providing STANTEC with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If mitigation is required for project impacts, we will prepare a conceptual riparian mitigation plan that discusses on-site mitigation (if feasible) or use of available mitigation banks to offset impacts on wetlands or other waters. We assume a detailed mitigation plan will not be required.

STANTEC will complete the Application for Department of Army Permit, Form 4345 and submit to the County, along with the PCN, electronically for signature. The County will be responsible for submitting to the Corps and pay any associate fees. STANTEC will respond, per the County's request, to Corps comments regarding the processing of the PCN authorization.

#### **Deliverable:**

- Application for Department of Army Permit, Form 4345 (STANTEC)

#### **Meeting(s):**

- Coordination meeting conference calls (3) (QEI, STANTEC, County)



### **TASK 5.2 - CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION (NORTH COAST REGIONAL WATER QUALITY CONTROL BOARD)**

Any project requiring a Section 404 from the Corps must also obtain a water quality certification per Section 401 of the Clean Water Act. STANTEC shall prepare and submit to the North Coast RWQCB a request for water quality certification or waiver for the project per Section 401 of the Clean Water Act based on project plans and details provided by Quincy. The County would be required to pay any required fees to the State Water Resources Control Board.

#### **Deliverable:**

- North Coast RWQCB request for water quality certification (STANTEC)

#### **Meeting(s):**

- Coordination meeting conference calls (3) (QEI, STANTEC, County)

### **TASK 5.3 - CALIFORNIA FISH AND GAME CODE SECTION 1602 STREAMBED ALTERATION AGREEMENT (CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE)**

Pursuant to Section 1602 of the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by the CDFW must receive a discretionary Streambed Alteration Agreement. STANTEC shall prepare a Streambed Alteration Agreement application on behalf of the County for submittal to the CDFW. If requested by CDFW, an STANTEC biologist will be available to meet with a CDFW representative at the project site to provide project information and to discuss likely CDFW requirements for the project. The County would be required to pay the required application fee to the CDFW. As part of the environmental review process, STANTEC will coordinate preparation of the environmental document with CDFW to ensure that issues are resolved prior to adoption of the final CEQA document. This early coordination with CDFW will simplify the Streambed Alteration Agreement process.

#### **Deliverable:**

- Streambed Alteration Agreement application (STANTEC)

#### **Meeting(s):**

- Coordination meeting conference calls (3) (QEI, STANTEC, County)



### **TASK 5.4 - PREPARE PUBLIC AGENCY GENERAL LEASE APPLICATION (STATE LANDS COMMISSION)**

The State of California maintains ownership of the bed of the Eel River, and placement of structures within the river requires a public agency general lease issued by the State Lands Commission. STANTEC will assist the County with the preparation of a Public Agency General Lease application for submittal to the State Lands Commission. The State Lands Commission cannot approve a lease until the CEQA process has been completed. The County would be required to pay the required permit application fee to the State Lands Commission.

#### **Deliverable:**

- Assist the County with the preparation of a Public Agency General Lease application for submittal to the State Lands Commission

#### **Meeting(s):**

- Attendance at up to two (2) meetings with the regulatory agencies

Note – All documents will be subject to review by Caltrans & County environmental technical specialists.



## TASK 6 - BID ASSISTANCE

**Assistance with the Bidding Process.** The bid assistance services provided will generally consist of submitting an electronic copy of the final approved plans and specifications, a Mylar copy of the final approved plans and a hard copy of the final approved specifications to the County. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The County will be responsible for making copies of contract documents and will distribute such documents as appropriate. However, the QEI Team may be responsible for responding to questions from potential contractors that arise during the bidding process and prepare addendums which will be distributed by the County as necessary.

QEI will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy Engineering will be available to provide analysis and recommendations concerning award of the contract.

QEI will provide the following bidding assistance services for Humboldt County Public Works and will attend the pre-bid meeting.

### Deliverable:

- Bidding Assistance
- Attend Pre-bid Meeting
- Respond to RFI's during bidding
- Addendums

### Meeting(s):

- Pre-bid meeting at County office
- Coordination meeting conference calls (3) (QEI, County)



## PHASE 3 – CONSTRUCTION

Phase 3 will commence once the project has been approved for construction.

The Phase 3 scope and cost estimate was required in the RFP. It is understood that the assumed scope and cost may need to be refined pending the specific project defined in Phase 1 and Phase 2. For purposes of the Phase 3 scope and cost definition, the following preferred alternative was assumed:

1. Full height and full length bridge required to convey the Q100 design flows.
2. The bridge type will be an eight-span post tensioned concrete box girder bridge connecting Dyersville Road and McCann Road upstream of the existing low water bridge.
3. The roadway approach will include developing the intersection of the bridge with each road to the minimal extent required to meet current design standards.

### TASK 1.1 - PROJECT MANAGEMENT & COORDINATION

The Project Management and Coordination Task 1.1 will be extended for Phase 3, assumed to last for 24 months, and modified as follows for Phase 3:

The Humboldt County Department of Public Works Deputy Director, Tony Seghetti will serve as the contract manager and direct liaison between the QEI Team and Caltrans District 1 Division of Local Assistance. The QEI Team Project Manager, Jim Foster, shall be responsible for project management activities throughout the term of the final Consultant Services Agreement, which include, but are not limited to, coordinating and being responsible for scheduling meetings, managing the Project schedule, preparing and distributing meeting minutes, conducting field reviews, tracking action items for the County, the QEI Team and its subconsultants, and preparing submissions for the County to submit to Caltrans Local Assistance.

Quincy Engineering, Inc. (QEI) will provide Project Management tasks which includes coordination with the County, Team management, deliverable development tracking, Team and stakeholder communication, and project progress and budget reporting. QEI will develop, track, and lead the following project management tasks:

- **Project Coordination** – The QEI project manager and project engineers will provide team coordination and design support during construction facilitation throughout Phase 3. This is expected to consist of phone calls, e-mails, etc. as needed to assure the project team, sub consultants, and stakeholders are providing timely design support during construction. Action Items will be tracked and progress updates provided.



Holmes-Larabee Bridge and McCann Bridge  
Projects

Exhibit A – McCann Scope of Work

- **Invoices, Budget Tracking, Progress Reports, and Look-Ahead Summaries** - Monthly Invoices, Budget Tracking, Progress Reports, and Look-Ahead Summaries will be developed monthly and provided with each invoice. All subconsultants will provide monthly invoices and progress reports. A sample of the monthly invoice, summary forms, and progress report will be provided to the County for review, comment, and adjustment as requested.

**Deliverable:**

- Project Coordination and Action Item Tracking
- Project Invoices, Budget Tracking, Progress Reports and Look-Ahead Summaries

**Meeting(s):**

- Phone conference meetings (24 total)

**Task 7 – CONSTRUCTION DESIGN ASSISTANCE**

**Design Support during Construction Services.** The construction support services that the QEI Team will be responsible for providing will generally consist of the following:

1. Providing construction support, including responding to contractor requests for information, reviewing shop drawings, clarifying plans and specifications and conducting up to three (3) site visits during construction.
2. Attend via phone conference, weekly construction meetings set up by the CM firm and/or County.
3. Providing geotechnical support, including, observing pile installation with up to three (3) site visits and conducting analysis during construction.
4. It is assumed the contractor will be providing construction staking in accordance with the requirements set forth in the Caltrans Survey Manual for Construction Staking, including, providing cut sheets for construction staking based on the plan set.
5. Providing as-built drawings upon completion of the work, including record drawings based on corrections made by the Resident Engineer and provided to QEI on a plan set.

QEI will provide construction support services for Humboldt County Public Works:

- Review and provide comments on shop plan drawings;
  - Pile fabrication and installation plan (QEI)
  - Concrete Mix Design (4 total) (QEI)
  - Prestressing Shop Drawings (QEI)
  - Shoring, Falsework and Camber Strip (By CM firm)
  - Barrier Railing Shop Drawings (QEI)





**Holmes-Larabee Bridge and McCann Bridge  
Projects**

**Exhibit A – McCann Scope of Work**

- Construction site observations
  - Foundation installation (QEI 1, Crawford 3)
  - Completed Falsework (1)
  - Prestressing Operation (1)
- Develop updated plans or plan revisions as needed.
- Develop as-built plans per the Resident Engineer’s construction plan set red-lines.

**Deliverable:**

- Shop Drawing Review
- Geotechnical Support (Crawford)
- Construction Staking (Contractor)
- Plan Revisions
- As-Built Plans

**Meeting(s):**

- Coordination meeting conference calls (24) (QEI, County, CM Firm, Contractor)
- Site Visits, 3 (QEI, CAI)

**ATTACHMENT B  
COST PROPOSAL AND WORK SCHEDULE**

## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$7,140.40
m) Equipment Rental and Supplies (itemized below)			\$1,509.26
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$793,061.12
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$801,710.78
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$1,599,700.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Mileage	5440	\$0.535	\$2,910.40
Per Deim	24	\$150.000	\$3,600.00
Delivery	9	\$70.000	\$630.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal (l)	\$7,140.40
m) Equipment Rental and Supplies (itemize)			
Black and white copies (8.5 x 11)		\$0.060	\$0.00
Black and white copies (11 x 17)		\$0.110	\$0.00
Color copies (8.5 x 11)		\$0.750	\$0.00
Color copies (11 x 17)		\$1.500	\$0.00
Graphics (Poster Boards)	25	\$60.000	\$1,500.00
		\$250.000	\$0.00
		\$60.000	\$0.00
Miscellaneous			\$9.26
		Subtotal (m)	\$1,509.26
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
			\$0.00
			\$0.00
			\$0.00
		Subtotal (n)	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
SHN	1	\$144,000.000	\$144,000.00
WRECO	1	\$78,900.000	\$78,900.00
Crawford	1	\$161,010.40	\$161,010.40
MSI	1	\$50,100.000	\$50,100.00
MGE	1	\$51,700.000	\$51,700.00
Stantec	1	\$307,350.720	\$307,350.72
		Subtotal (o)	\$793,061.12

**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 Quincy Engineering Inc. Contract No. BRLO-5904(147) Date 3/9/2018  
 - Preliminary Engineering and Environmental Do

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$258,488.77	3793.75	=	\$68.14	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 2 Avg Hourly Rate
Year 1	\$68.14	+	3%	=	\$70.18	Year 3 Avg Hourly Rate
Year 2	\$70.18	+	3%	=	\$72.28	Year 4 Avg Hourly Rate
Year 3	\$72.28	+	3%	=	\$74.45	Year 5 Avg Hourly Rate
Year 4	\$74.45	+	3%	=	\$76.69	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	Estimated Hours Year 1
Year 1	35.00%	*	3793.8	=	1327.8	Estimated Hours Year 2
Year 2	35.00%	*	3793.8	=	1327.8	Estimated Hours Year 3
Year 3	30.00%	*	3793.8	=	1138.1	Estimated Hours Year 4
Year 4	0.00%	*	3793.8	=	0.0	Estimated Hours Year 5
Year 5	0.00%	*	3793.8	=	0.0	Year 5
Total	100%		Total	=	3793.8	

**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	Estimated Hours Year 1
Year 1	\$68.14	*	1328	=	\$90,471.07	Estimated Hours Year 2
Year 2	\$70.18	*	1328	=	\$93,185.20	Estimated Hours Year 3
Year 3	\$72.28	*	1138	=	\$82,269.22	Estimated Hours Year 4
Year 4	\$74.45	*	0	=	\$0.00	Estimated Hours Year 5
Year 5	\$76.69	*	0	=	\$0.00	Year 5
	Total Direct Labor Cost with Escalation			=	\$265,925.49	
	Direct Labor Subtotal before Escalation			=	\$258,488.77	
	Estimated total of Direct Labor Salary Increase			=	\$7,436.72	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.









**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 Quincy Engineering Inc. Contract No. BRLO-5904(147) Date 3/9/2018  
 Phase 2 - Final Design and Right of Way

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

Direct Labor Subtotal per Cost Proposal \$348,230.22	Total Hours per Cost Proposal 5741.86	=	Avg Hourly Rate \$60.65	5 Year Contract Duration 1 Year 1 Avg Hourly Rate
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation	=		1 Year 2 Avg Hourly Rate
Year 1	\$60.65	+	3%	=	\$62.47	1 Year 3 Avg Hourly Rate
Year 2	\$62.47	+	3%	=	\$64.34	1 Year 4 Avg Hourly Rate
Year 3	\$64.34	+	3%	=	\$66.27	1 Year 5 Avg Hourly Rate
Year 4	\$66.27	+	3%	=	\$68.26	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	Estimated Hours 1 Year
Year 1	0.00%	*	5741.9	=	0.0	1 Estimated Hours 1 Year
Year 2	0.00%	*	5741.9	=	0.0	2 Estimated Hours 1 Year
Year 3	0.00%	*	5741.9	=	0.0	3 Estimated Hours 1 Year
Year 4	50.00%	*	5741.9	=	2870.9	4 Estimated Hours 1 Year
Year 5	50.00%	*	5741.9	=	2870.9	5 Estimated Hours 1 Year
Total	100%		Total	=	5741.9	

**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	Estimated Hours 1 Year
Year 1	\$60.65	*	0	=	\$0.00	1 Estimated Hours 1 Year
Year 2	\$62.47	*	0	=	\$0.00	2 Estimated Hours 1 Year
Year 3	\$64.34	*	0	=	\$0.00	3 Estimated Hours 1 Year
Year 4	\$66.27	*	2871	=	\$190,260.28	4 Estimated Hours 1 Year
Year 5	\$68.26	*	2871	=	\$195,968.09	5 Estimated Hours 1 Year
	Total Direct Labor Cost with Escalation			=	\$386,228.37	
	Direct Labor Subtotal before Escalation			=	\$348,230.22	
	Estimated total of Direct Labor Salary Increase			=	\$37,998.15	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.



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$1,795.70
m) Equipment Rental and Supplies (itemized below)			\$39.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$84,661.48
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$86,496.18
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$160,000.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Mileage	1020	\$0.535	\$545.70
Per Deim	6.0	\$150.000	\$900.00
Delivery	5	\$70.000	\$350.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal (l)	\$1,795.70
m) Equipment Rental and Supplies (itemize)			
Black and white copies (8.5 x 11)		\$0.060	\$0.00
Black and white copies (11 x 17)		\$0.110	\$0.00
Color copies (8.5 x 11)		\$0.750	\$0.00
Color copies (11 x 17)		\$1.500	\$0.00
Graphics (Poster Boards)	0	\$60.000	\$0.00
Mylar	0	\$45.000	\$0.00
		\$60.000	\$0.00
Miscellaneous			\$39.00
		Subtotal (m)	\$39.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
		Subtotal (n)	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
SHN			\$0.00
WRECO			\$0.00
Crawford	1	\$71,861.480	\$71,861.48
MSI			\$0.00
MGE	1	\$12,800.000	\$12,800.00
NSR			\$0.00
		Subtotal (o)	\$84,661.48

**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 Quincy Engineering Inc. Contract No. BRLO-5904(147) Date 3/9/2018  
Phase 3 - Design Support during Construction

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$20,817.12	283.92	=	\$73.32	1 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	=		1 year 2 Avg Hourly Rate
Year 1	\$73.32	+	3%	=	\$75.52	Year 2 Avg Hourly Rate
Year 2	\$75.52	+	3%	=	\$77.79	Year 3 Avg Hourly Rate
Year 3	\$77.79	+	3%	=	\$80.12	Year 4 Avg Hourly Rate
Year 4	\$80.12	+	3%	=	\$82.52	Year 5 Avg Hourly Rate
Year 5	\$82.52	+	3%	=	\$85.00	Year 6 Avg Hourly Rate
Year 6	\$85.00	+	3%	=	\$87.55	Year 7 Avg Hourly Rate
Year 7	\$87.55	+	3%	=	\$90.17	Year 8 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	Estimated hours Year 1
Year 1	0.00%	*	283.92	=	0.0	Estimated hours Year 2
Year 2	0.00%	*	283.92	=	0.0	Estimated hours Year 3
Year 3	0.00%	*	283.92	=	0.0	Estimated hours Year 4
Year 4	0.00%	*	283.92	=	0.0	Estimated hours Year 5
Year 5	0.00%	*	283.92	=	0.0	Estimated hours Year 6
Year 6	50.00%	*	283.92	=	141.96	Estimated hours Year 7
Year 7	50.00%	*	283.92	=	141.96	Estimated hours Year 8
Year 8	0.00%	*	283.92	=	0.0	Estimated hours Year 5
Total	100%		Total	=	283.92	

**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	Estimated hours Year 1
Year 1	\$73.32	*	0	=	\$0.00	Estimated hours Year 2
Year 2	\$75.52	*	0	=	\$0.00	Estimated hours Year 3
Year 3	\$77.79	*	0	=	\$0.00	Estimated hours Year 4
Year 4	\$80.12	*	0	=	\$0.00	Estimated hours Year 5
Year 5	\$82.52	*	0	=	\$0.00	Estimated hours Year 6
Year 6	\$85.00	*	142	=	\$12,066.37	Estimated hours Year 7
Year 7	\$87.55	*	142	=	\$12,428.36	Estimated hours Year 8
Year 8	\$90.17	*	0	=	\$0.00	Estimated hours Year 5
	Total Direct Labor Cost with Escalation			=	\$24,494.74	
	Direct Labor Subtotal before Escalation			=	\$20,817.12	
	Estimated total of Direct Labor Salary Increase #####			=	\$3,677.62	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.  $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$  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.

## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00



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

Phase 1 - Preliminary Engineering

Consultant SHN

Contract No. BRLO-5904(147)

Date 3/9/2018

DIRECT LABOR

Table with 6 columns: Classification/Title, Name, Hourly Range, Hours, Actual Hourly Rate, Total. Rows include Project Manager, Senior Surveyor, Field Crew Chief\*, Filed Survey Tech\*, Office Survey Tech, etc.

LABOR COSTS

796

a) Subtotal Direct Labor Costs

\$36,192.24

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

\$1,041.25

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$37,233.49

FRINGE BENEFITS

d) Fringe Benefits (Rate 66.88%)

e) Total Fringe Benefits

[(c) x (d)] \$24,901.76

INDIRECT COSTS

f) Overhead (Rate: 70.92%)

g) Overhead [(c) x (f)] \$26,405.99

h) General and Administrative (Rate: 36.56%)

i) Gen & Admin [(c) x (h)] \$13,612.56

j) Total Indirect Costs [(e) + (g) + (i)] \$64,920.31

FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j) x (q)] \$10,215.38

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$963.00
m) Equipment Rental and Supplies (itemized below)			\$150.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$67.81
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$30,450.00
<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>			<b>\$31,630.81</b>
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$144,000.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Mileage	1800	\$0.535	\$963.00
Per Deim	0	\$150.000	\$0.00
Delivery	0	\$70.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$963.00
m) Equipment Rental and Supplies (itemize)			
Vendor Reproduction	50	\$3.000	\$150.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$150.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$67.81
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$67.81
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
Lidar Subconsultant	1	\$30,450.000	\$30,450.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$30,450.00



**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 **SHN** Contract No. **BRLO-5904(147)** Date **3/9/2018**  
**Phase 1 - Preliminary Engineering**

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$36,192.24	796	=	\$45.47	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation	=		Year 2 Avg Hourly Rate
Year 1	\$45.47	+	3%	=	\$46.83	Year 3 Avg Hourly Rate
Year 2	\$46.83	+	3%	=	\$48.24	Year 4 Avg Hourly Rate
Year 3	\$48.24	+	3%	=	\$49.68	Year 5 Avg Hourly Rate
Year 4	\$49.68	+	3%	=	\$51.17	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	Estimated Hours
Year 1	35.00%	*	796.0	=	278.6	Estimated Hours
Year 2	35.00%	*	796.0	=	278.6	Estimated Hours
Year 3	30.00%	*	796.0	=	238.8	Estimated Hours
Year 4	0.00%	*	796.0	=	0.0	Estimated Hours
Year 5	0.00%	*	796.0	=	0.0	Estimated Hours
Total	100%		Total	=	796.0	Year 5

**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	Estimated Hours
Year 1	\$45.47	*	279	=	\$12,667.28	Estimated Hours
Year 2	\$46.83	*	279	=	\$13,047.30	Estimated Hours
Year 3	\$48.24	*	239	=	\$11,518.90	Estimated Hours
Year 4	\$49.68	*	0	=	\$0.00	Estimated Hours
Year 5	\$51.17	*	0	=	\$0.00	Estimated Hours
	Total Direct Labor Cost with Escalation	=		=	\$37,233.49	Year 5
	Direct Labor Subtotal before Escalation	=		=	\$36,192.24	
	Estimated total of Direct Labor Salary Increase	=		=	\$1,041.25	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.





**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 SHN Contract No. BRLO-5904(147) Date 3/9/2018  
 Phase 2 - Final Design

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$12,334.70	278	=	\$44.37	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 2 Avg Hourly Rate
Year 1	\$44.37	+	3%	=	\$45.70	Year 3 Avg Hourly Rate
Year 2	\$45.70	+	3%	=	\$47.07	Year 4 Avg Hourly Rate
Year 3	\$47.07	+	3%	=	\$48.48	Year 5 Avg Hourly Rate
Year 4	\$48.48	+	3%	=	\$49.94	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	Estimated Hours
Year 1	0.00%	*	278.0	=	0.0	Estimated Hours
Year 2	0.00%	*	278.0	=	0.0	Estimated Hours
Year 3	0.00%	*	278.0	=	0.0	Estimated Hours
Year 4	50.00%	*	278.0	=	139.0	Estimated Hours
Year 5	50.00%	*	278.0	=	139.0	Estimated Hours
Total	100%		Total	=	278.0	Year 5

**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	Estimated Hours
Year 1	\$44.37	*	0	=	\$0.00	Estimated Hours
Year 2	\$45.70	*	0	=	\$0.00	Estimated Hours
Year 3	\$47.07	*	0	=	\$0.00	Estimated Hours
Year 4	\$48.48	*	139	=	\$6,739.23	Estimated Hours
Year 5	\$49.94	*	139	=	\$6,941.41	Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$13,680.64	Year 5
	Direct Labor Subtotal before Escalation			=	\$12,334.70	
	Estimated total of Direct Labor Salary Increase			=	\$1,345.94	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.





## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00





**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$1,027.60
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$33.50
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>			<b>\$1,061.10</b>
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$78,900.00</b>

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)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Milage	1360	\$0.535	\$727.60
Per Deim	2	\$150.000	\$300.00
Delivery	0	\$70.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$1,027.60
m) Equipment Rental and Supplies (itemize)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Vendor Reproduction	0	\$50.000	\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$33.50
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$33.50
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Subconsultant 1	0	\$20,000.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 **WRECO** Contract No. **BRLO-5904(147)** Date **3/9/2018**  
**Phase 1 - Preliminary Engineering**

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

Direct Labor Subtotal per Cost Proposal \$29,273.41	Total Hours per Cost Proposal 585	=	Avg Hourly Rate \$50.04	5 Year Contract Duration Year 1 Avg Hourly Rate
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.04	+	3%	=	\$51.54	Year 2 Avg Hourly Rate
Year 2	\$51.54	+	3%	=	\$53.09	Year 3 Avg Hourly Rate
Year 3	\$53.09	+	3%	=	\$54.68	Year 4 Avg Hourly Rate
Year 4	\$54.68	+	3%	=	\$56.32	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	35.00%	*	585.0	=	204.8	Estimated Hours Year 1
Year 2	35.00%	*	585.0	=	204.8	Estimated Hours Year 2
Year 3	30.00%	*	585.0	=	175.5	Estimated Hours Year 3
Year 4	0.00%	*	585.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	585.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	585.0	

**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	\$50.04	*	205	=	\$10,245.69	Estimated Hours Year 1
Year 2	\$51.54	*	205	=	\$10,553.06	Estimated Hours Year 2
Year 3	\$53.09	*	176	=	\$9,316.85	Estimated Hours Year 3
Year 4	\$54.68	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$56.32	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$30,115.61	
	Direct Labor Subtotal before Escalation			=	\$29,273.41	
	Estimated total of Direct Labor Salary Increase			=	\$842.20	Transfer to Page 1

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 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.



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$1,097.60
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$15.38
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)]			\$1,112.98
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$26,600.00</b>

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)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Milage	1360	\$0.535	\$727.60
Per Deim	2	\$150.000	\$300.00
Delivery	1	\$70.000	\$70.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$1,097.60
m) Equipment Rental and Supplies (itemize)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Vendor Reproduction	0	\$50.000	\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$15.38
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$15.38
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Subconsultant 1	0	\$20,000.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 **WRECO** Contract No. **BRLO 5904(147)** Date **3/9/2018**  
 Phase 2 - Final Design

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43168**

Direct Labor <u>Subtotal</u> per Cost Proposal \$9,585.08	Total Hours per Cost Proposal 196	=	Avg Hourly Rate \$48.90	5 Year Contract Duration 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	\$48.90	+	3%	=	\$50.37	Year 2 Avg Hourly Rate
Year 2	\$50.37	+	3%	=	\$51.88	Year 3 Avg Hourly Rate
Year 3	\$51.88	+	3%	=	\$53.44	Year 4 Avg Hourly Rate
Year 4	\$53.44	+	3%	=	\$55.04	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	35.00%	*	196.0	=	68.6	Estimated hours Year 1
Year 2	35.00%	*	196.0	=	68.6	Estimated hours Year 2
Year 3	30.00%	*	196.0	=	58.8	Estimated hours Year 3
Year 4	0.00%	*	196.0	=	0.0	Estimated hours Year 4
Year 5	0.00%	*	196.0	=	0.0	Estimated hours Year 5
Total	100%		Total	=	196.0	

**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	\$48.90	*	69	=	\$3,354.78	Estimated hours Year 1
Year 2	\$50.37	*	69	=	\$3,455.42	Estimated hours Year 2
Year 3	\$51.88	*	59	=	\$3,050.64	Estimated hours Year 3
Year 4	\$53.44	*	0	=	\$0.00	Estimated hours Year 4
Year 5	\$55.04	*	0	=	\$0.00	Estimated hours Year 5
	Total Direct Labor Cost with Escalation			=	\$9,860.84	
	Direct Labor Subtotal before Escalation			=	\$9,585.08	
	Estimated total of Direct Labor Salary Increase			=	\$275.76	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.

## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00





**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$11,779.40
m) Equipment Rental and Supplies (itemized below)			\$2,500.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$72,980.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>			<b>\$87,259.40</b>
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$161,010.40</b>

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)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage	8840	\$0.535	\$4,729.40
Per Diem	47	\$150.000	\$7,050.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$11,779.40
m) Equipment Rental and Supplies (itemize)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
			\$0.00
			\$0.00
Seismic Equipment	3	\$500.000	\$1,500.00
Equipment (ADL)	1	\$1,000.000	\$1,000.00
			\$0.00
			Subtotal (m) \$2,500.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Permits	1	\$2,500.000	\$2,500.00
Lab Testing (PRF)	1	\$4,000.000	\$4,000.00
Lab Testing (ADL)	1	\$2,900.000	\$2,900.00
Drill Rig - DBE	1	\$51,980.000	\$51,980.00
Push Probe (ADL)	1	\$2,800.000	\$2,800.00
Traffic Control - Minor - DBE	1	\$5,500.000	\$5,500.00
Miscellaneous	0	\$0.000	\$0.00
EDR Search	1	\$500.000	\$500.00
Asbestos Testing	1	\$2,800.000	\$2,800.00
			Subtotal (n) \$72,980.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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. BRLO-5904(147) Date 3/9/2018  
Phase 1 - Preliminary Engineering

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$21,943.23	543	=	\$40.41	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	\$40.41	+	3%	=	\$41.63	Year 2 Avg Hourly Rate
Year 2	\$41.63	+	3%	=	\$42.87	Year 3 Avg Hourly Rate
Year 3	\$42.87	+	3%	=	\$44.16	Year 4 Avg Hourly Rate
Year 4	\$44.16	+	3%	=	\$45.48	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	35.00%	*	543.0	=	190.0	Estimated hours
Year 2	35.00%	*	543.0	=	190.0	Estimated hours
Year 3	30.00%	*	543.0	=	162.9	Estimated hours
Year 4	0.00%	*	543.0	=	0.0	Estimated hours
Year 5	0.00%	*	543.0	=	0.0	Estimated hours
Total	100%		Total	=	543.0	Year 5

**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	\$40.41	*	190	=	\$7,680.13	Estimated hours
Year 2	\$41.63	*	190	=	\$7,910.53	Estimated hours
Year 3	\$42.87	*	163	=	\$6,983.87	Estimated hours
Year 4	\$44.16	*	0	=	\$0.00	Estimated hours
Year 5	\$45.48	*	0	=	\$0.00	Estimated hours
	Total Direct Labor Cost with Escalation			=	\$22,574.53	
	Direct Labor Subtotal before Escalation			=	\$21,943.23	
	Estimated total of Direct Labor Salary Increase			=	\$631.31	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.





**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$14,310.40
m) Equipment Rental and Supplies (itemized below)			\$4,500.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$185,650.00
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)]			\$204,460.40
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$302,055.20</b>

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)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage	5440	\$0.535	\$2,910.40
Per Diem	76	\$150.000	\$11,400.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$14,310.40
m) Equipment Rental and Supplies (itemize)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
			\$0.00
			\$0.00
Seismic Equipment	9	\$500.000	\$4,500.00
			\$0.00
			\$0.00
			Subtotal (m) \$4,500.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Permits	1	\$2,500.000	\$2,500.00
Lab Testing (FR)	1	\$13,000.000	\$13,000.00
Lab Testing (ADL)	0	\$0.000	\$0.00
Drill Rig - DBE	1	\$90,150.000	\$90,150.00
Drill Rig - DBE	1	\$67,000.000	\$67,000.00
Traffic Control - Minor - DBE	1	\$5,000.000	\$5,000.00
Access Grading/Exploration	1	\$8,000.000	\$8,000.00
EDR Search	0	\$0.000	\$0.00
Asbestos Testing	0	\$0.000	\$0.00
			Subtotal (n) \$185,650.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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. **BRLO-5904(147)** Date **3/9/2018**  
 Phase 2 - Final Design

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

Direct Labor <u>Subtotal</u>	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal	=	Rate	Duration
\$26,933.94	726	=	\$37.10	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	\$37.10	+	3%	=	\$38.21	Year 2 Avg Hourly Rate
Year 2	\$38.21	+	3%	=	\$39.36	Year 3 Avg Hourly Rate
Year 3	\$39.36	+	3%	=	\$40.54	Year 4 Avg Hourly Rate
Year 4	\$40.54	+	3%	=	\$41.76	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	0.00%	*	726.0	=	0.0	Estimated Hours
Year 2	0.00%	*	726.0	=	0.0	Estimated Hours
Year 3	0.00%	*	726.0	=	0.0	Estimated Hours
Year 4	50.00%	*	726.0	=	363.0	Estimated Hours
Year 5	50.00%	*	726.0	=	363.0	Estimated Hours
Total	100%		Total	=	726.0	Year 5

**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	\$37.10	*	0	=	\$0.00	Estimated Hours
Year 2	\$38.21	*	0	=	\$0.00	Estimated Hours
Year 3	\$39.36	*	0	=	\$0.00	Estimated Hours
Year 4	\$40.54	*	363	=	\$14,715.72	Estimated Hours
Year 5	\$41.76	*	363	=	\$15,157.19	Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$29,872.91	Year 5
	Direct Labor Subtotal before Escalation			=	\$26,933.94	
	Estimated total of Direct Labor Salary Increase			=	\$2,938.97	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.



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$3,557.50
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
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)]			\$3,557.50
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$71,861.48</b>

- 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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Mileage	2500	\$0.535	\$1,337.50
Per Diem	12	\$185.000	\$2,220.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$3,557.50
m) Equipment Rental and Supplies (itemize)			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (n) \$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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. BRLO-5904(147) Date 3/9/2018  
Phase 3 - Design Support during Construction

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$18,850.34	481	=	\$39.19	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 2 Avg Hourly Rate
Year 1	\$39.19	+	3%	=	\$40.37	Year 3 Avg Hourly Rate
Year 2	\$40.37	+	3%	=	\$41.58	Year 4 Avg Hourly Rate
Year 3	\$41.58	+	3%	=	\$42.83	Year 5 Avg Hourly Rate
Year 4	\$42.83	+	3%	=	\$44.11	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	Estimated Hours
Year 1	0.00%	*	481.0	=	0.0	Estimated Hours
Year 2	0.00%	*	481.0	=	0.0	Estimated Hours
Year 3	0.00%	*	481.0	=	0.0	Estimated Hours
Year 4	50.00%	*	481.0	=	240.5	Estimated Hours
Year 5	50.00%	*	481.0	=	240.5	Estimated Hours
Total	100%		Total	=	481.0	Year 5

**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	Estimated Hours
Year 1	\$39.19	*	0	=	\$0.00	Estimated Hours
Year 2	\$40.37	*	0	=	\$0.00	Estimated Hours
Year 3	\$41.58	*	0	=	\$0.00	Estimated Hours
Year 4	\$42.83	*	240	=	\$10,299.14	Estimated Hours
Year 5	\$44.11	*	240	=	\$10,608.11	Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$20,907.25	Year 5
	Direct Labor Subtotal before Escalation			=	\$18,850.34	
	Estimated total of Direct Labor Salary Increase			=	\$2,056.91	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.

## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00







**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 Morrison Structures Inc. Contract No. BRLO-5904(147) Date 3/9/2018  
Phase 1 - Preliminary Engineering

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

Direct Labor Subtotal per Cost Proposal \$14,906.20	Total Hours per Cost Proposal 268	=	Avg Hourly Rate \$55.62	5 Year Contract Duration Year 1 Avg Hourly Rate
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation	=		Year 2 Avg Hourly Rate
Year 1	\$55.62	+	3%	=	\$57.29	Year 3 Avg Hourly Rate
Year 2	\$57.29	+	3%	=	\$59.01	Year 4 Avg Hourly Rate
Year 3	\$59.01	+	3%	=	\$60.78	Year 5 Avg Hourly Rate
Year 4	\$60.78	+	3%	=	\$62.60	

**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	Estimated Hours Year 1
Year 1	35.00%	*	268.0	=	93.8	Estimated Hours Year 2
Year 2	35.00%	*	268.0	=	93.8	Estimated Hours Year 3
Year 3	30.00%	*	268.0	=	80.4	Estimated Hours Year 4
Year 4	0.00%	*	268.0	=	0.0	Estimated Hours Year 5
Year 5	0.00%	*	268.0	=	0.0	
Total	100%		Total	=	268.0	

**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	Estimated Hours Year 1
Year 1	\$55.62	*	94	=	\$5,217.17	Estimated Hours Year 2
Year 2	\$57.29	*	94	=	\$5,373.69	Estimated Hours Year 3
Year 3	\$59.01	*	80	=	\$4,744.20	Estimated Hours Year 4
Year 4	\$60.78	*	0	=	\$0.00	Estimated Hours Year 5
Year 5	\$62.60	*	0	=	\$0.00	
	Total Direct Labor Cost with Escalation			=	\$15,335.05	
	Direct Labor Subtotal before Escalation			=	\$14,906.20	
	Estimated total of Direct Labor Salary Increase			=	\$428.85	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.



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$1,242.00
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$62.12
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)]			\$1,304.12
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$48,200.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Milage	1200	\$0.535	\$642.00
Per Deim	4	\$150.000	\$600.00
Delivery	0	\$70.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$1,242.00
m) Equipment Rental and Supplies (itemize)			
Vendor Reproduction	0	\$50.000	\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$62.12
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$62.12
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
Subconsultant 1	0	\$20,000.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 **Morrison Structures Inc.** Contract No. **BRLO-5904(147)** Date **3/9/2018**  
 Phase 2 - Final Design

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$13,286.66	240	=	\$55.36	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 2 Avg Hourly Rate
Year 1	\$55.36	+	3%	=	\$57.02	Year 3 Avg Hourly Rate
Year 2	\$57.02	+	3%	=	\$58.73	Year 4 Avg Hourly Rate
Year 3	\$58.73	+	3%	=	\$60.49	Year 5 Avg Hourly Rate
Year 4	\$60.49	+	3%	=	\$62.31	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	Estimated Hours
Year 1	0.00%	*	240.0	=	0.0	Estimated Hours
Year 2	0.00%	*	240.0	=	0.0	Estimated Hours
Year 3	0.00%	*	240.0	=	0.0	Estimated Hours
Year 4	50.00%	*	240.0	=	120.0	Estimated Hours
Year 5	50.00%	*	240.0	=	120.0	Estimated Hours
Total	100%		Total	=	240.0	Year 5

**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	Estimated Hours
Year 1	\$55.36	*	0	=	\$0.00	Estimated Hours
Year 2	\$57.02	*	0	=	\$0.00	Estimated Hours
Year 3	\$58.73	*	0	=	\$0.00	Estimated Hours
Year 4	\$60.49	*	120	=	\$7,259.35	Estimated Hours
Year 5	\$62.31	*	120	=	\$7,477.13	Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$14,736.47	Year 5
	Direct Labor Subtotal before Escalation			=	\$13,286.66	
	Estimated total of Direct Labor Salary Increase			=	\$1,449.81	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.

**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: MORRISON STRUCTURES, 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's company or subsidiaries.

**Indirect Cost Rate:**

Indirect Cost Rate: Home Office Rate 226.84% Field Office Rate (if applicable) \_\_\_\_\_%, and Facility Capital Cost of Money \_\_\_\_\_% (if applicable) for **fiscal period** \*

\* Fiscal period is the annual one year accounting period that our Indirect Cost Rate was developed and based on (not the contract period) and that our financial statements are based on.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined 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 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 consultant's financial management system has the following attributes:

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



- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) 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:**

- The approximate dollar amount \$ 1,825,000.00 of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 17.
- Audit history of the consultant (Check all that apply)
 

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

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Standard 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\*\*: ROBERT L. MORRISON JR.

Title\*\*: PRESIDENT

Signature *Robert L. Morrison Jr.*

Date of Certification (mm/dd/yyyy): 03/09/2018

Email\*\*: bmorrison@morrissonstructures.com

Phone Number \*\*: 530-240-8028

\*\*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 Investigation

**Morrison Structures, Inc.**  
**Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**2016 Fiscal Year (1/1/16-10/31/17)**

	General Ledger Acct Balance	Direct Costs	Disallowed Costs	Proposed	% of Direct Labor
<b>DIRECT LABOR</b>	\$163,578	\$163,578	\$0	\$163,578	100.00%
<b>INDIRECT COSTS:</b>					
<b>FRINGE BENEFITS</b>					
Bonuses	\$ 60950	0	0	60950	37.26%
SEP IRA	83354	0	0	83354	50.96%
PTO (vac., sick, holiday)	23511	0	0	23511	14.37%
Insurance: Life	1683	0	1683	0	0.00% c
Insurance: Medical	0	0	0	0	0.00%
Insurance: Workers' Comp	1379	0	0	1379	0.84%
Payroll Taxes: FICA & Med.	23874	0	0	23874	14.59%
Payroll Taxes: FUTA & SUT	2261	0	0	2261	1.38%
State Employee Training Ta	0	0	0	0	0.00%
Employee Health Sav Act	0	0	0	640	0.00%
Employee Benefits	0	0	0	640	0.39%
<b>TOTAL FRINGE BENEFITS</b>	<b>\$ 197012</b>	<b>0</b>	<b>1683</b>	<b>195969</b>	<b>119.80%</b>
<b>GENERAL OVERHEAD</b>					
Indirect Labor	\$ 90,631	0	0	90631	55.41%
Amortization Expense	0	0	0	0	0.00%
Education	1020	0	0	1020	0.62%
Rent	26604	0	0	26604	16.26%
Charitable Contributions	3922	0	3922	0	0.00% a
Business Development: Meals	1500	0	377	1123	0.69% b
Business Development: Other	1213	0	0	1213	0.74%
Postage	113	0	0	113	0.07%
Accounting & Legal	1525	0	0	1525	0.93%
Auto & Truck	7710	0	0	7710	4.71%
Depreciation Expense	0	0	0	0	0.00%
Dues & Subscriptions	1643	0	0	1643	1.00%
Insurance: Prof Liability	11848	0	0	11848	7.24%
Insurance: Auto & Trucks	1677	0	0	1677	1.03%
Insurance: General Liability	1058	0	0	1058	0.65%
Licenses	1404	0	0	1404	0.86%
Office expenses: Meals	737	0	0	737	0.45%
Office expenses: Other	2159	0	0	2159	1.32%
Property taxes	139	0	0	139	0.08%
Repairs & maintenance	5080	0	0	5080	3.11%
Supplies & small tools	5886	0	0	5886	3.60%
Telephone	2175	0	1681	494	0.30% d
Travel expenses: meals	2101	0	188	1913	1.17% b
Travel expenses: - Other	7774	0	0	7774	4.75%
Utilities	3346	0	0	3346	2.05%
<b>TOTAL GENERAL OVERHEAD</b>	<b>\$181,265</b>	<b>\$0</b>	<b>\$6,168</b>	<b>\$175,097</b>	<b>107.04%</b>
<b>TOTAL INDIRECT COSTS &amp; OVERHEAD RATIO</b>	<b>\$541,855</b>	<b>\$0</b>	<b>\$7,851</b>	<b>\$371,066</b>	<b>226.84%</b>

a contributions are disallowed  
b costs for entertainment and alcoholic beverages are disallowed  
c officers life insurance is disallowed  
d personal use of company assets (mob phone) is disallowed

Contact Information			
	Name	Phone Number	E-mail
Humboldt County	Jeff Ball	(707) 445-7377	<a href="mailto:jball@co.humboldt.ca.us">jball@co.humboldt.ca.us</a>
Quincy Engineering Inc.	Jim Foster	(916) 368-9181	<a href="mailto:jimf@quincyeng.com">jimf@quincyeng.com</a>
SHN	Tom Herman	(707) 459-4518	<a href="mailto:therman@shn-engr.com">therman@shn-engr.com</a>
WRECO	Han-Bin Liang	(925) 941-0017	<a href="mailto:HanBin_Liang@wreco.com">HanBin_Liang@wreco.com</a>
Crawford	Ben Crawford	(916) 952 6684	<a href="mailto:ben.crawford@crawford-inc.com">ben.crawford@crawford-inc.com</a>
MSI	Bob Morrison Jr.	(530) 246-8628	<a href="mailto:bmorrison@morrisonstructures.com">bmorrison@morrisonstructures.com</a>
<b>MGE</b>	<b>Robert Sennett</b>	<b>(916) 421-1000</b>	<a href="mailto:rsennett@mgeeng.com">rsennett@mgeeng.com</a>
Stantec	Wirt Lanning	(530) 222-5347	<a href="mailto:lanning@nsrnet.com">lanning@nsrnet.com</a>

## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$1,097.60
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$28.64
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)]			\$1,126.24
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$51,700.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Milage	1360	\$0.535	\$727.60
Per Deim	2	\$150.000	\$300.00
Delivery	1	\$70.000	\$70.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$1,097.60
m) Equipment Rental and Supplies (itemize)			
Vendor Reproduction	0	\$50.000	\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$28.64
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$28.64
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
Subconsultant 1	0	\$20,000.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 MGE Engineering, Incorporated Contract No. BRLO-5904(147) Date 3/9/2018  
Phase 1 - Preliminary Engineering

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

Direct Labor Subtotal per Cost Proposal \$16,552.00	Total Hours per Cost Proposal 240	=	Avg Hourly Rate \$68.97	5 Year Contract Duration 1 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			5 Year Contract Duration 1 Year 2 Avg Hourly Rate
Year 1	\$68.97	+	3%	=	\$71.04	1 Year 3 Avg Hourly Rate
Year 2	\$71.04	+	3%	=	\$73.17	1 Year 4 Avg Hourly Rate
Year 3	\$73.17	+	3%	=	\$75.36	1 Year 5 Avg Hourly Rate
Year 4	\$75.36	+	3%	=	\$77.62	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	Estimated Hours 1 Year
Year 1	35.00%	*	240.0	=	84.0	Estimated Hours 1 Year
Year 2	35.00%	*	240.0	=	84.0	Estimated Hours 1 Year
Year 3	30.00%	*	240.0	=	72.0	Estimated Hours 1 Year
Year 4	0.00%	*	240.0	=	0.0	Estimated Hours 1 Year
Year 5	0.00%	*	240.0	=	0.0	Estimated Hours 1 Year
Total	100%		Total	=	240.0	5

**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	Estimated Hours 1 Year
Year 1	\$68.97	*	84	=	\$5,793.20	Estimated Hours 1 Year
Year 2	\$71.04	*	84	=	\$5,967.00	Estimated Hours 1 Year
Year 3	\$73.17	*	72	=	\$5,268.01	Estimated Hours 1 Year
Year 4	\$75.36	*	0	=	\$0.00	Estimated Hours 1 Year
Year 5	\$77.62	*	0	=	\$0.00	Estimated Hours 1 Year
	Total Direct Labor Cost with Escalation			=	\$17,028.20	5
	Direct Labor Subtotal before Escalation			=	\$16,552.00	
	Estimated total of Direct Labor Salary Increase			=	\$476.20	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.



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

Note: Mark-ups are Not Allowed

Phase 2 - Final Design

Consultant MGE Engineering, Incorporated

Contract No. BRLO-5904(147)

Date 3/9/2018

DIRECT LABOR

Table with 6 columns: Classification/Title, Name, Hourly Range, Hours, Actual Hourly Rate, Total. Rows include Supervising Structural Engineer, Supervising Engineer, Senior Engineer II - Bridge, Senior Engineer - Bridge, Associate Engineer, CAD Technician, Administrative Assistant, and multiple empty rows.

LABOR COSTS

250

a) Subtotal Direct Labor Costs \$18,712.00
b) Anticipated Salary Increases (see page 2 for sample) \$2,041.81
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$20,753.81

FRINGE BENEFITS

d) Fringe Benefits (Rate 45.00%)
e) Total Fringe Benefits [(c) x (d)] \$9,339.22

INDIRECT COSTS

f) Overhead (Rate: 0.00%)
g) Overhead [(c) x (f)] \$0.00
h) General and Administrative (Rate: 125.00%)
i) Gen & Admin [(c) x (h)] \$25,942.27
j) Total Indirect Costs [(e) + (g) + (i)] \$35,281.48

FEE (Profit)

q) (Rate: 10.00%)
k) TOTAL FIXED PROFIT [(c) + (j)] x (q) \$5,603.53

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$0.00
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$61.17
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)]			\$61.17
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$61,700.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Milage		\$0.535	\$0.00
Per Deim		\$150.000	\$0.00
Delivery		\$70.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$0.00
m) Equipment Rental and Supplies (itemize)			
Vendor Reproduction	0	\$50.000	\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$61.17
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$61.17
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
Subconsultant 1	0	\$20,000.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 MGE Engineering, Incorporated Contract No. BRLO-5904(147) Date 3/9/2018  
Phase 2 - Final Design

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

Direct Labor Subtotal per Cost Proposal \$18,712.00	Total Hours per Cost Proposal 250	=	Avg Hourly Rate \$74.85	5 Year Contract Duration 1 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	\$74.85	+	3%	=	\$77.09	1 Year 2 Avg Hourly Rate	
Year 2	\$77.09	+	3%	=	\$79.41	1 Year 3 Avg Hourly Rate	
Year 3	\$79.41	+	3%	=	\$81.79	1 Year 4 Avg Hourly Rate	
Year 4	\$81.79	+	3%	=	\$84.24	1 Year 5 Avg Hourly Rate	

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	250.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	250.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	250.0	=	0.0	Estimated Hours Year 3
Year 4	50.00%	*	250.0	=	125.0	Estimated Hours Year 4
Year 5	50.00%	*	250.0	=	125.0	Estimated Hours Year 5
Total	100%		Total	=	250.0	

**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	\$74.85	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$77.09	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$79.41	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$81.79	*	125	=	\$10,223.55	Estimated Hours Year 4
Year 5	\$84.24	*	125	=	\$10,530.26	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$20,753.81	
	Direct Labor Subtotal before Escalation			=	\$18,712.00	
	Estimated total of Direct Labor Salary Increase			=	\$2,041.81	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.



**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$70.00
m) Equipment Rental and Supplies (itemized below)			\$68.10
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
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)]			\$138.10
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$12,800.00</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Mileage	0	\$0.535	\$0.00
Per Deim	0.0	\$150.000	\$0.00
Delivery	1	\$70.000	\$70.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$70.00
m) Equipment Rental and Supplies (itemize)			
Black and white copies (8.5 x 11)		\$0.060	\$0.00
Black and white copies (11 x 17)		\$0.110	\$0.00
Color copies (8.5 x 11)		\$0.750	\$0.00
Color copies (11 x 17)		\$1.500	\$0.00
Graphics (Poster Boards)	0	\$60.000	\$0.00
Mylar	0	\$45.000	\$0.00
		\$60.000	\$0.00
Miscellaneous			\$68.10
			Subtotal (m) \$68.10
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
			\$0.00
			\$0.00
			\$0.00
			Subtotal (n) \$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 **MGE** Contract No. **BRLO-5904(147)** Date **3/9/2018**  
**Phase 3 - Design Support during Construction**

**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
\$3,586.00	55	=	\$65.20	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	\$65.20	+	3%	=	\$67.16	Year 2 Avg Hourly Rate
Year 2	\$67.16	+	3%	=	\$69.17	Year 3 Avg Hourly Rate
Year 3	\$69.17	+	3%	=	\$71.25	Year 4 Avg Hourly Rate
Year 4	\$71.25	+	3%	=	\$73.38	Year 5 Avg Hourly Rate
Year 5	\$73.38	+	3%	=	\$75.58	Year 5 Avg Hourly Rate
Year 6	\$75.58	+	3%	=	\$77.85	Year 5 Avg Hourly Rate
Year 7	\$77.85	+	3%	=	\$80.19	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	Estimated Hours
Year 1	0.00%	*	55.00	=	0.0	Estimated Hours
Year 2	0.00%	*	55.00	=	0.0	Estimated Hours
Year 3	0.00%	*	55.00	=	0.0	Estimated Hours
Year 4	0.00%	*	55.00	=	0.0	Estimated Hours
Year 5	0.00%	*	55.00	=	0.0	Estimated Hours
Year 6	50.00%	*	55.00	=	27.50	Estimated Hours
Year 7	50.00%	*	55.00	=	27.50	Estimated Hours
Year 8	0.00%	*	55.00	=	0.0	Estimated Hours
Total	100%		Total	=	55.00	Year 5

**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	Estimated Hours
Year 1	\$65.20	*	0	=	\$0.00	Estimated Hours
Year 2	\$67.16	*	0	=	\$0.00	Estimated Hours
Year 3	\$69.17	*	0	=	\$0.00	Estimated Hours
Year 4	\$71.25	*	0	=	\$0.00	Estimated Hours
Year 5	\$73.38	*	0	=	\$0.00	Estimated Hours

Year 6	\$75.58	*	28	=	\$2,078.58	Estimated Hours
Year 7	\$77.85	*	28	=	\$2,140.94	Estimated Hours
Year 8	\$80.19	*	0	=	\$0.00	Estimated Hours
Total Direct Labor Cost with Escalation				=	\$4,219.51	Year 5
Direct Labor Subtotal before Escalation				=	\$3,586.00	
Estimated total of Direct Labor Salary Increase #####				=	\$633.51	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.



## McCann

2/20/2018

	Phase 1	Phase 2	Phase 3	Total
Quincy Engineering Inc.	\$ 806,638.88	\$ 1,170,297.87	\$ 75,338.52	\$ 2,052,275.27
SHN	\$ 144,000.00	\$ 41,600.00	\$ -	\$ 185,600.00
WRECO	\$ 78,900.00	\$ 26,600.00	\$ -	\$ 105,500.00
Crawford	\$ 161,010.40	\$ 302,055.20	\$ 71,861.48	\$ 534,927.08
MSI	\$ 50,100.00	\$ 48,200.00	\$ -	\$ 98,300.00
MGE	\$ 51,700.00	\$ 61,700.00	\$ 12,800.00	\$ 126,200.00
NSR	\$ 307,350.72	\$ 25,346.93	\$ -	\$ 332,697.65
Total	\$ 1,599,700.00	\$ 1,675,800.00	\$ 160,000.00	\$ 3,435,500.00

**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

Phase 1 - Environmental Document

Consultant Stantec (formerly North State Resources, Inc.)

Contract No. BRLO-5904(147)

Date 3/9/2018

**DIRECT LABOR**

Classification/Title	Name	Hourly Range	Hours	Actual Hourly Rate	Total
Senior Principal	T. Reilly	50-80	3.6	\$79.33	\$285.59
Principal - Level 15	W. Lanning	50-80	214.8	\$67.31	\$14,458.19
Principal - Level 15 (Fisheries)	K. Marine	50-80	37.4	\$69.74	\$2,608.28
Principal - Level 14 (Reg. Permittin	M. Wuestehube	45-75	0	\$59.76	\$0.00
Sen. Assoc, Biologist - Level 13	L. Lindstrand III	40-70	31	\$50.60	\$1,568.60
Level 10 - Biologist	K Bainbridge	20-50	259.4	\$33.16	\$8,601.70
Level 9 - Biologist	S. Tona	20-50	65.2	\$30.16	\$1,966.43
Level 7 - Biologist	G. Youngblood	20-50	0	\$25.06	\$0.00
Level 8 - Biologist	D. Pluth	20-50	78.6	\$27.70	\$2,177.22
Level 7 - Biologist	T. Hanson	15-45	0	\$25.43	\$0.00
Level 7 - Biologist	M. Mercer	15-45	0	\$24.73	\$0.00
Level 9 - GIS	T. Mooney	15-45	131.4	\$31.31	\$4,114.13
Level 10 - Env. Analyst	C. Carpenter	30-60	580.9	\$36.73	\$21,336.46
Level 15 - Env. Analyst	TBD	30-60	0	\$50.00	\$0.00
Level 10 - Env. Analyst	J. McLaughlin	30-60	198.6	\$34.90	\$6,931.14
Level 9 - Env. Scientist	S. Farrant (Holt)	20-50	115.6	\$32.81	\$3,792.84
Level 11 -GIS	C. Shoemaker	20-50	0	\$39.59	\$0.00
Associate Admin - Level 11	B. Wiechman	20-50	13.9	\$37.79	\$525.28
Level 11 - Project Admin.	G. Smith	20-50	0	\$39.07	\$0.00
Level 10 - Project Admin.	C. Duncan	15-45	0	\$35.08	\$0.00
Level 9 - Admin.	S. Langford	15-45	188.4	\$31.50	\$5,934.60
Admin. Assistant 2	D. Parke	15-45	0	\$21.52	\$0.00
Level 8 - Admin	R. Barnard	15-45	66.4	\$26.93	\$1,788.15
Level 7 - Env. Analyst	B. Cohen	15-45	0	\$25.52	\$0.00
					\$0.00
					\$0.00
					\$0.00

**LABOR COSTS**

1985.2

a) Subtotal Direct Labor Costs

\$76,088.61

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

\$2,189.07

**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$78,277.68

**FRINGE BENEFITS**

d) Fringe Benefits (Rate 55.09%)

e) Total Fringe Benefits

[(c) x (d)] \$43,123.17

**INDIRECT COSTS**

f) Overhead (Rate: 28.95%)

g) Overhead [(c) x (f)] \$22,661.39

h) General and Administrative (Rate: 76.36%)

i) Gen & Admin [(c) x (h)] \$59,772.83

**j) Total Indirect Costs [(e) + (g) + (i)]** \$125,557.39

**FEE (Profit)**

q) (Rate: 10.00%)

**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$20,383.51

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$5,798.70
m) Equipment Rental and Supplies (itemized below)			\$6,118.51
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$71,214.93
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$83,132.14
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$307,350.72</b>

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	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			
Mileage	4820	\$0.535	\$2,578.70
Per Deim	10	\$150.000	\$1,500.00
Delivery	172	\$10.000	\$1,720.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$5,798.70
m) Equipment Rental and Supplies (itemize)			
Black and white copies (8.5 x 11)	37420	\$0.060	\$2,245.20
Black and white copies (11 x 17)	528	\$0.110	\$58.08
Color copies (8.5 x 11)	1303	\$0.750	\$977.25
Color copies (11 x 17)	1248	\$1.500	\$1,872.00
Graphics (Poster Boards)	9	\$45.000	\$405.00
Other Direct Cost, Info Center	1	\$250.000	\$250.00
Submeter GPS Usage (per day)	4	\$60.000	\$240.00
Miscellaneous			\$70.98
			Subtotal (m) \$6,118.51
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
			\$0.00
			\$0.00
			\$0.00
			Subtotal (n) \$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
Bollard Acoustical Consulting	1	\$5,983.420	\$5,983.42
Curalium Consulting (DBE)	1	\$30,580.010	\$30,580.01
William Rich & Associates	1	\$34,651.500	\$34,651.50
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$71,214.93

**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 **Stantec (formerly North State Resources, Inc.)** Contract No. **BRLO-5904(147)** Date **3/9/2018**  
 Phase 1 - Environmental Document

**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
\$76,088.61	1985.2	=	\$38.33	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	\$38.33	+	3%	=	\$39.48	Year 2 Avg Hourly Rate
Year 2	\$39.48	+	3%	=	\$40.66	Year 3 Avg Hourly Rate
Year 3	\$40.66	+	3%	=	\$41.88	Year 4 Avg Hourly Rate
Year 4	\$41.88	+	3%	=	\$43.14	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	35.00%	*	1985.2	=	694.8	Estimated hours
Year 2	35.00%	*	1985.2	=	694.8	Estimated hours
Year 3	30.00%	*	1985.2	=	595.6	Estimated hours
Year 4	0.00%	*	1985.2	=	0.0	Estimated hours
Year 5	0.00%	*	1985.2	=	0.0	Estimated hours
Total	100%		Total	=	1985.2	Year 5

**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	\$38.33	*	695	=	\$26,631.01	Estimated hours
Year 2	\$39.48	*	695	=	\$27,429.94	Estimated hours
Year 3	\$40.66	*	596	=	\$24,216.72	Estimated hours
Year 4	\$41.88	*	0	=	\$0.00	Estimated hours
Year 5	\$43.14	*	0	=	\$0.00	Estimated hours
	Total Direct Labor Cost with Escalation			=	\$78,277.68	Year 5
	Direct Labor Subtotal before Escalation			=	\$76,088.61	
	Estimated total of Direct Labor Salary Increase			=	\$2,189.07	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.





**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$417.50
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
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)]			\$417.50
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$5,983.42</b>

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)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Milage	500	\$0.535	\$267.50
Per Deim	1	\$150.000	\$150.00
Delivery	0	\$70.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$417.50
m) Equipment Rental and Supplies (itemize)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Vendor Reproduction	0	\$50.000	\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
			\$0.00
			\$0.00
			Subtotal (m) \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Mylar	0	\$45.000	\$0.00
Title Report			\$0.00
Miscellaneous			\$0.00
Prevailing Wage Differential			\$0.00
			\$0.00
			Subtotal (n) \$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
Subconsultant 1	0	\$20,000.000	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$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 Bollard Acoustical Consultants, Inc. Contract No. BRLO-5904(147) Date 43168

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43168**

Direct Labor <u>Subtotal</u> per Cost Proposal \$2,858.72	Total Hours per Cost Proposal 66	=	Avg Hourly Rate \$43.31	5 Year Contract Duration 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	\$43.31	+	3%	=	\$44.61	Year 2 Avg Hourly Rate
Year 2	\$44.61	+	3%	=	\$45.95	Year 3 Avg Hourly Rate
Year 3	\$45.95	+	3%	=	\$47.33	Year 4 Avg Hourly Rate
Year 4	\$47.33	+	3%	=	\$48.75	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%	*	66.0	=	66.0	Estimated Hours
Year 2	0.00%	*	66.0	=	0.0	Estimated Hours
Year 3	0.00%	*	66.0	=	0.0	Estimated Hours
Year 4	0.00%	*	66.0	=	0.0	Estimated Hours
Year 5	0.00%	*	66.0	=	0.0	Estimated Hours
Total	100%		Total	=	66.0	Year 5

**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	\$43.31	*	66	=	\$2,858.72	Estimated Hours
Year 2	\$44.61	*	0	=	\$0.00	Estimated Hours
Year 3	\$45.95	*	0	=	\$0.00	Estimated Hours
Year 4	\$47.33	*	0	=	\$0.00	Estimated Hours
Year 5	\$48.75	*	0	=	\$0.00	Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$2,858.72	
	Direct Labor Subtotal before Escalation			=	\$2,858.72	
	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.







**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 Curalium Consulting Contract No. BRLO-5904(147) Date 43168

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43168**

Direct Labor <u>Subtotal</u> per Cost Proposal \$14,820.00	Total Hours per Cost Proposal 228	=	Avg Hourly Rate \$65.00	5 Year Contract Duration 1 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	=		1 year 2 Avg Hourly Rate
Year 1	\$65.00	+	3%	=	\$66.95	Year 2 Avg Hourly Rate
Year 2	\$66.95	+	3%	=	\$68.96	Year 3 Avg Hourly Rate
Year 3	\$68.96	+	3%	=	\$71.03	Year 4 Avg Hourly Rate
Year 4	\$71.03	+	3%	=	\$73.16	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	Estimated Hours
Year 1	7%	*	228.0	=	14.9	Year 1 Estimated Hours
Year 2	66%	*	228.0	=	151.5	Year 2 Estimated Hours
Year 3	27%	*	228.0	=	61.6	Year 3 Estimated Hours
Year 4	0%	*	228.0	=	0.0	Year 4 Estimated Hours
Year 5	0%	*	228.0	=	0.0	Year 5 Estimated Hours
Total	100%		Total	=	228.0	Total

**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	Estimated Hours
Year 1	\$65.00	*	15	=	\$970.71	Year 1 Estimated Hours
Year 2	\$66.95	*	152	=	\$10,143.33	Year 2 Estimated Hours
Year 3	\$68.96	*	62	=	\$4,245.09	Year 3 Estimated Hours
Year 4	\$71.03	*	0	=	\$0.00	Year 4 Estimated Hours
Year 5	\$73.16	*	0	=	\$0.00	Year 5 Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$15,359.12	
	Direct Labor Subtotal before Escalation			=	\$14,820.00	
	Estimated total of Direct Labor Salary Increase			=	\$539.12	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.





**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 William Rich and Associates Contract No. BRLO-5904(147) Date 43168

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43168**

Direct Labor Subtotal per Cost Proposal \$29,115.00	Total Hours per Cost Proposal 627	=	Avg Hourly Rate \$46.44	5 Year Contract Duration 1 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	\$46.44	+	3%	=	\$47.83	Year 2 Avg Hourly Rate
Year 2	\$47.83	+	3%	=	\$49.26	Year 3 Avg Hourly Rate
Year 3	\$49.26	+	3%	=	\$50.74	Year 4 Avg Hourly Rate
Year 4	\$50.74	+	3%	=	\$52.26	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%	*	627.0	=	627.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	627.0	

**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	\$46.44	*	627	=	\$29,115.00	Estimated Hours Year 1
Year 2	\$47.83	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$49.26	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.74	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$52.26	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$29,115.00	
	Direct Labor Subtotal before Escalation			=	\$29,115.00	
	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.



McCann

Cost Proposal

**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

Phase 2 - Permitting

Consultant **Stantec (formerly North State Resources, Inc.)**

Contract No. **BRLO-5904(147)**

Date **3/9/2018**

**DIRECT LABOR**

Classification/Title	Name	Hourly Range	Hours	Actual Hourly Rate	Total
Senior Principal	T. Reilly	50-80	1	\$79.33	\$79.33
Principal - Level 15	W. Lanning	50-80	7	\$67.31	\$471.17
Principal - Level 15 (Fisheries)	K. Marine	50-80	7	\$69.74	\$488.18
Principal - Level 14 (Reg. Permittir	M. Wuestehube	45-75	7	\$59.76	\$418.32
Sen. Assoc, Biologist - Level 13	L. Lindstrand III	40-70	0	\$50.60	\$0.00
Level 10 - Biologist	K Bainbridge	20-50	0	\$33.16	\$0.00
Level 9 - Biologist	S. Tona	20-50	43	\$30.16	\$1,296.88
Level 7 - Biologist	G. Youngblood	20-50	0	\$25.06	\$0.00
Level 8 - Biologist	D. Pluth	20-50	0	\$27.70	\$0.00
Level 7 - Biologist	T. Hanson	15-45	0	\$25.43	\$0.00
Level 7 - Biologist	M. Mercer	15-45	0	\$24.73	\$0.00
Level 9 - GIS	T. Mooney	15-45	17	\$31.31	\$532.27
Level 10 - Env. Analyst	C. Carpenter	30-60	105	\$36.73	\$3,856.65
Level 15 - Env. Analyst	TBD	30-60	0	\$50.00	\$0.00
Level 10 - Env. Analyst	J. McLaughlin	30-60	0	\$34.90	\$0.00
Level 9 - Env. Scientist	S. Farrant (Holt)	20-50	0	\$32.81	\$0.00
Level 11 -GIS	C. Shoemaker	20-50	0	\$39.59	\$0.00
Associate Admin - Level 11	B. Wiechman	20-50	1	\$37.79	\$37.79
Level 11 - Project Admin.	G. Smith	20-50	0	\$39.07	\$0.00
Level 10 - Project Admin.	C. Duncan	15-45	0	\$35.08	\$0.00
Level 9 - Admin.	S. Langford	15-45	10	\$31.50	\$315.00
Admin. Assistant 2	D. Parke	15-45	0	\$21.52	\$0.00
Level 8 - Admin	R. Barnard	15-45	7	\$26.93	\$188.51
Level 7 - Env. Analyst	B. Cohen	15-45	0	\$25.52	\$0.00
					\$0.00
					\$0.00
					\$0.00

**LABOR COSTS**

205

a) Subtotal Direct Labor Costs	\$7,684.10
b) Anticipated Salary Increases (see page 2 for sample)	\$838.47
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$8,522.57</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate <u>55.09%</u> )	<b>e) Total Fringe Benefits</b>
	[(c) x (d)] <u>\$4,695.09</u>

**INDIRECT COSTS**

f) Overhead (Rate: <u>28.95%</u> )	g) Overhead [(c) x (f)] <u>\$2,467.28</u>
h) General and Administrative (Rate: <u>76.36%</u> )	i) Gen & Admin [(c) x (h)] <u>\$6,507.84</u>
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b> <u>\$13,670.21</u>

**FEE (Profit)**

q) (Rate: <u>10.00%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b> <u>\$2,219.28</u>
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**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 **Stantec (formerly North State Resources, Inc.)** Contract No. **BRLO-5904(147)** Date **3/9/2018**  
 Phase 2 - Permitting

**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 \$7,684.10	Total Hours per Cost Proposal 205	=	Avg Hourly Rate \$37.48	5 Year Contract Duration 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 Avg Hourly Rate
Year 1	\$37.48	+	3%	=	\$38.61	Year 2 Avg Hourly Rate
Year 2	\$38.61	+	3%	=	\$39.77	Year 3 Avg Hourly Rate
Year 3	\$39.77	+	3%	=	\$40.96	Year 4 Avg Hourly Rate
Year 4	\$40.96	+	3%	=	\$42.19	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	Estimated Hours
Year 1	0.00%	*	205.0	=	0.0	Estimated Hours
Year 2	0.00%	*	205.0	=	0.0	Estimated Hours
Year 3	0.00%	*	205.0	=	0.0	Estimated Hours
Year 4	50.00%	*	205.0	=	102.5	Estimated Hours
Year 5	50.00%	*	205.0	=	102.5	Estimated Hours
Total	100%		Total	=	205.0	Year 5

**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	Estimated Hours
Year 1	\$37.48	*	0	=	\$0.00	Estimated Hours
Year 2	\$38.61	*	0	=	\$0.00	Estimated Hours
Year 3	\$39.77	*	0	=	\$0.00	Estimated Hours
Year 4	\$40.96	*	103	=	\$4,198.31	Estimated Hours
Year 5	\$42.19	*	103	=	\$4,324.26	Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$8,522.57	Year 5
	Direct Labor Subtotal before Escalation			=	\$7,684.10	
	Estimated total of Direct Labor Salary Increase			=	\$838.47	Transfer to Page 1

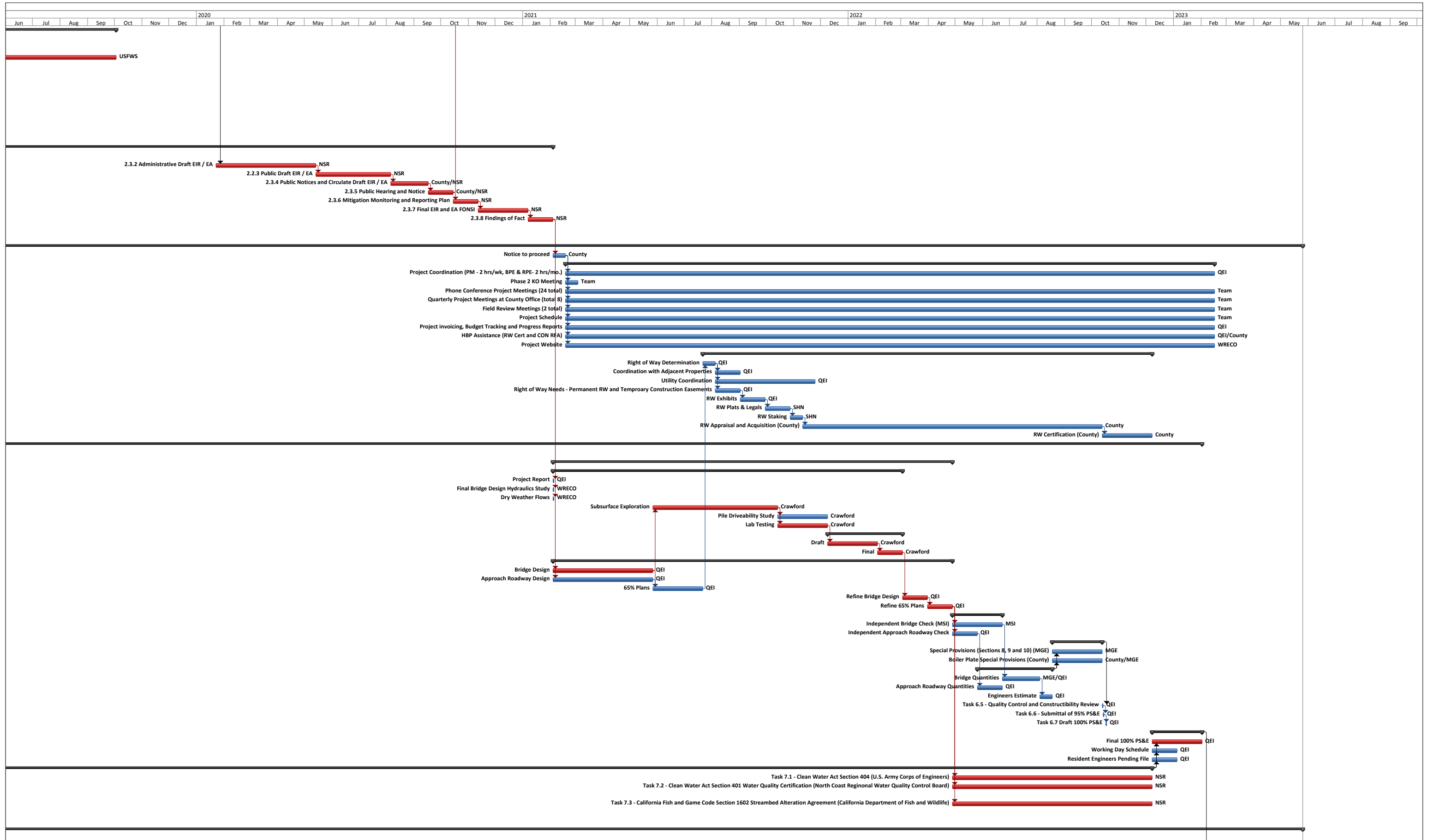
- NOTES:
- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
  - An estimation that is based on direct labor multiplied by salary increase % 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.

































2020												2021												2022												2023											
Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					

Pre-Bid Meeting County/QEI  
 Respond to RFI's (During bidding) County/QEI

Project: McCann Schedule 1 21 18  
 Date: Sun 1/21/18



 Task	 Milestone	 Project Summary	 External Milestone	 Inactive Milestone	 Manual Task	 Manual Summary Rollup	 Start-only	 Deadline	 Critical Split
 Split	 Summary	 External Tasks	 Inactive Task	 Inactive Summary	 Duration-only	 Manual Summary	 Finish-only	 Critical	 Progress

ATTACHMENT C  
CONSULTANT PROPOSAL DBE COMMITMENT (Exhibit 10-01)

### EXHIBIT 10-01: Consultant Proposal DBE Commitment

<b>1. Local Agency:</b> Humboldt County		<b>2. Contract DBE Goal:</b> 14%	
<b>3. Project Description:</b> Bridge No. 04C0172, McCann Road over Eel River, E. Dyerville Loop Road. Replace 1 lane bridge with 2 lane bridge.			
<b>4. Project Location:</b> On McCann Road, at post mile 0.03, approximately six (6) miles east of Highway 101, off Dyerville Loop Road.			
<b>5. Consultant's Name:</b> Quincy Engineering, Inc.		<b>6. Prime Certified DBE:</b> <input type="checkbox"/>	

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Hydrology/Hydraulics	BART #30066	WRECO 1243 Alpine Road, Suite 10B Walnut Creek, CA 94596 (925) 941-0017	3.071%
Geotechnical		Crawford & Associates – See Attached	6.393%
Engineering	8142	MGE ENGINEERING INC MGE 741S GREENHAVEN DRIVE, SUITE 100 SACRAMENTO, CA 95831	3.673%
Environmental		Stantec – See Attached	0.890%
<b>Local Agency to Complete This Section</b>			
<b>17. Local Agency Contract Number:</b> <u>594172</u>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>14.03%</b>
<b>18. Federal-Aid Project Number:</b> <u>BRLO 5904(147)</u>			
<b>19. Proposed Contract Execution Date:</b> <u>4-24-18</u>			
<i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i>		<i>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</i>	
 <b>20. Local Agency Representative's Signature</b>	<u>4-27-18</u> <b>21. Date</b>	 <b>12. Preparer's Signature</b>	<u>February 21, 2018</u> <b>13. Date</b>
<u>Jeffrey A. Ball</u> <b>22. Local Agency Representative's Name</b>	<u>707-445-7377</u> <b>23. Phone</b>	<u>James L. Foster, Jr., PE</u> <b>14. Preparer's Name</b>	<u>(916) 368-9181</u> <b>15. Phone</b>
<u>Associate Civil Engineer</u> <b>22. Local Agency Representative's Name Title</b>		<u>Principal</u> <b>16. Preparer's Title</b>	

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

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

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

**LOCAL AGENCY SECTION**

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

### EXHIBIT 10-01: Consultant Proposal DBE Commitment

<b>1. Local Agency:</b> Humboldt County		<b>2. Contract DBE Goal:</b> 14%	
<b>3. Project Description:</b> Bridge No. 04C0172, McCann Road over Eel River, E. Dyerville Loop Road. Replace 1 lane bridge with 2 lane bridge.			
<b>4. Project Location:</b> On McCann Road, at post mile 0.03, approximately six (6) miles east of Highway 10 I, off Dyerville Loop Road.			
<b>5. Consultant's Name:</b> Crawford & Associates		<b>6. Prime Certified DBE:</b> <input type="checkbox"/>	
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Traffic Control Equipment	38612	Yolanda's Traffic Control, 280 Newhall Street, SF, CA 94124, 415-647-2682	0.03%
Traffic control services	42433	Traffic Control Pros, 4070 Nelson Ave. Ste A, Concord CA 94520 925-270-4580	0.12%
Drilling and Sampling	37883	Woodward Drilling, 550 River Rd, Rio Vista, CA 94571, (707) 374-4300	1.51%
Drilling and Sampling	13283	Tri-County Drilling, 9631 Candida Street, San Diego, CA 92126 858-271-0233	4.57%
Traffic control services	33473	CMC Traffic Control, 375 Illinois St, SF, CA 94107 415-243-8650	0.16%
<b>Local Agency to Complete This Section</b>			
<b>17. Local Agency Contract Number:</b> <u>594172</u>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>  SEE QEI 10-01	
<b>18. Federal-Aid Project Number:</b> <u>BRLO 5940(147)</u>			
<b>19. Proposed Contract Execution Date:</b> <u>4.24.18</u>			
<i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i>		<i>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</i>	
<u></u>	<u>4.27.18</u>	<u></u>	<u>February 23, 2018</u>
<b>20. Local Agency Representative's Signature</b>	<b>21. Date</b>	<b>12. Preparer's Signature</b>	<b>13. Date</b>
<u>Jeffrey A. Ball</u>	<u>707.445.7377</u>	<u>James L. Foster, Jr., PE</u>	<u>(916) 368-9181</u>
<b>22. Local Agency Representative's Name</b>	<b>23. Phone</b>	<b>14. Preparer's Name</b>	<b>15. Phone</b>
<u>Associate Civil Engineer</u>		<u>Principal</u>	
<b>22. Local Agency Representative's Name</b>		<b>16. Preparer's Title</b>	

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


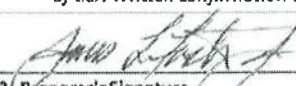
1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement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

**LOCAL AGENCY SECTION**

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



### EXHIBIT 10-01: Consultant Proposal DBE Commitment

<b>1. Local Agency:</b> Humboldt County		<b>2. Contract DBE Goal:</b> 14%	
<b>3. Project Description:</b> Bridge No. 04C0172, McCann Road over Eel River, E. Dyerville Loop Road. Replace 1 lane bridge with 2 lane bridge.			
<b>4. Project Location:</b> On McCann Road, at post mile 0.03, approximately six (6) miles east of Highway 101, off Dyerville Loop Road.			
<b>5. Consultant's Name:</b> Stantec		<b>6. Prime Certified DBE:</b> <input type="checkbox"/>	
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Environmental	37898	CURALIUM CONSULTING 8017 ARCHER AVE FAIR OAKS, CA 95628 (916) 863-0822	0.89%
<b>Local Agency to Complete This Section</b>			
<b>17. Local Agency Contract Number:</b> <u>594172</u>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>  <i>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</i>	
<b>18. Federal-Aid Project Number:</b> <u>BRLO 5904 (147)</u>			
<b>19. Proposed Contract Execution Date:</b> <u>4-24-18</u>			
<i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i>		<b>See QEI 10-01</b>	
<u></u>		<u></u>	
<b>20. Local Agency Representative's Signature</b>	<b>21. Date</b> <u>4-27-18</u>	<b>12. Preparer's Signature</b>	<b>13. Date</b> <u>February 23, 2018</u>
<u>Jeffrey A. Ball</u>	<u>(707) 445-7377</u>	<u>James L. Foster, Jr., PE</u>	<u>(916) 368-9181</u>
<b>22. Local Agency Representative's Name</b>	<b>23. Phone</b>	<b>14. Preparer's Name</b>	<b>15. Phone</b>
<u>Associate Civil Engineer</u>		<u>Principal</u>	
<b>22. Local Agency Representative's Name</b>		<b>16. Preparer's Title</b>	

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

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



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

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

**LOCAL AGENCY SECTION**

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

**ATTACHMENT D  
CONSULTANT CONTRACT DBE COMMITMENT (Exhibit 10-O2)**

### EXHIBIT 10-02: Consultant Contract DBE Information

<b>1. Local Agency:</b> Humboldt County		<b>2. Contract DBE Goal</b> 14%	
<b>3. Project Description:</b> Bridge No. 04C0172, McCann Road over Eel River, E. Dyerville Loop Road. Replace 1 lane bridge with 2 lane bridge.			
<b>4. Project Location:</b> On McCann Road, at post mile 0.03, approximately six (6) miles east of Highway 10 I, off Dyerville Loop Road.			
<b>5. Consultant's Name:</b> Quincy Engineering, Inc.		<b>6. Prime Consultant DBE:</b> <input type="checkbox"/>	
<b>7. Total Contract Award Amount</b>	\$3,435,500	<b>8. Total Amount for ALL Subconsultants</b>	\$1,383,224.73
		<b>9. Total Number of ALL Subconsultants:</b>	14

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount	
Hydrology/Hydraulics	BART #30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	\$ 105,500.00	
Geotechnical		Crawford & Associates - See Attached	\$ 219,630.00	
Engineering	B142	MGE ENGINEERING INC MGE 7415 GREENHAVEN DRIVE, SUITE 100 SACRAMENTO, CA 95831	\$ 126,200.00	
Environmental		Stantec - See Attached	\$ 30,580.01	
<b>Local Agency to Complete this Section</b>			\$ 481,910	
<b>20. Local Agency Contract Number:</b> 594172			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	
<b>21. Federal-Aid Project Number:</b> BRLO 5904(147)				14.03%
<b>22. Contract Execution Date:</b> 4-24-2018				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
<b>23. Local Agency Representative's Signature</b> <u>Jeffrey A. Ball</u>		<b>24. Date</b> <u>4-27-18</u>	<b>15. Preparer's Signature</b> <u>[Signature]</u>	
<b>25. Local Agency Representative's Name</b> <u>Jeffrey A. Ball</u>		<b>26. Phone</b> <u>707.445.7377</u>	<b>16. Date</b> <u>February 23, 2018</u>	
<b>27. Local Agency Representative's Title</b> <u>Associate Civil Engineer</u>		<b>17. Preparer's Name</b> <u>James L. Foster, Jr., PE</u>		<b>17. Phone</b> <u>(916) 368-9181</u>
		<b>19. Preparer's Title</b> <u>Principal</u>		

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

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

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

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

**LOCAL AGENCY SECTION**

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

### EXHIBIT 10-02: Consultant Contract DBE Information

1. Local Agency: Humboldt County		2. Contract DBE Goal		14%
3. Project Description: Bridge No. 04C0172, McCann Road over Eel River, E. Dyerville Loop Road. Replace 1 lane bridge with 2 lane bridge.				
4. Project Location: On McCann Road, at post mile 0.03, approximately six (6) miles east of Highway 10 I, off Dyerville Loop Road.				
5. Consultant's Name: Crawford & Associates			6. Prime Consultant DBE: <input type="checkbox"/>	
7. Total Contract Award Amount		See QEI 10-02	8. Total Amount for ALL Subconsultants	
		See QEI 10-02	9. Total Number of ALL Subconsultants:	
10. Description of Work, Service, or Materials Supplied		11. DBE Certification Number	12. DBE Contact Information	
13. DBE Dollar Amount				
Traffic Control Equipment		38612	Yolanda's Traffic Control, 280 Newhall Street, SF, CA 94124, 415-647-2682	
Traffic control services		42433	Traffic Control Pros, 4070 Nelson Ave. Ste A, Concord CA 94520 925-270-4580	
Drilling and Sampling		37883	Woodward Drilling, 550 River Rd, Rio Vista, CA 94571, (707) 374-4300	
Drilling and Sampling		13283	Tri-County Drilling, 9631 Candida Street, San Diego, CA 92126 858-271-0233	
Traffic control services		33473	CMC Traffic Control, 375 Illinois St, SF, CA 94107 415-243-8650	
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION		\$ 219,630
20. Local Agency Contract Number: 594172				See QEI 10-02
21. Federal-Aid Project Number: BR10-5904(147)				
22. Contract Execution Date: 4-24-2018				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
23. Local Agency Representative's Signature: <i>Jeffrey A. Ball</i>		24. Date: 15.14.2018		15. Preparer's Signature: <i>James L. Foster, Jr.</i>
25. Local Agency Representative's Name: JEFFREY A. BALL		26. Phone: 707.445.7377		16. Date: April 30, 2018
27. Local Agency Representative's Title: Associate Civil Engineer		17. Preparer's Name: James L. Foster, Jr., PE		17. Phone: (916) 368-9181
		19. Preparer's Title: Principal		

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

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

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

**LOCAL AGENCY SECTION**

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



### EXHIBIT 10-02: Consultant Contract DBE Information

<b>1. Local Agency:</b> Humboldt County		<b>2. Contract DBE Goal:</b> 14%	
<b>3. Project Description:</b> Bridge No. 04C0172, McCann Road over Eel River, E. Dyerville Loop Road. Replace 1 lane bridge with 2 lane bridge.			
<b>4. Project Location:</b> On McCann Road, at post mile 0.03, approximately six (6) miles east of Highway 101, off Dyerville Loop Road.			
<b>5. Consultant's Name:</b> Stantec		<b>6. Prime Consultant DBE:</b> <input type="checkbox"/>	
<b>7. Total Contract Award Amount:</b> See QEI 10-02	<b>8. Total Amount for ALL Subconsultants:</b> See QEI 10-02	<b>9. Total Number of ALL Subconsultants:</b>	
<b>10. Description of Work, Service, or Materials Supplied</b>	<b>11. DBE Certification Number</b>	<b>12. DBE Contact Information</b>	<b>13. DBE Dollar Amount</b>
Environmental	37898	CURALIUM CONSULTING 8017 ARCHER AVE FAIR OAKS, CA 95628 (916) 863-0822	\$ 30,580.01
<b>Local Agency to Complete this Section</b>			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>
<b>20. Local Agency Contract Number:</b> <u>594172</u>			
<b>21. Federal-Aid Project Number:</b> <u>BRLO 5904(147)</u>			
<b>22. Contract Execution Date:</b> <u>4.24.2018</u>			
<i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i>		<i>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</i>	
<b>23. Local Agency Representative's Signature:</b> <u>Jeffrey A. Ball</u>	<b>24. Date:</b> <u>4.27.18</u>	<b>15. Preparer's Signature:</b> <u>[Signature]</u>	<b>16. Date:</b> <u>February 23, 2018</u>
<b>25. Local Agency Representative's Name:</b> <u>Jeffrey A. Ball</u>	<b>26. Phone:</b> <u>707.445.7377</u>	<b>17. Preparer's Name:</b> <u>James L. Foster, Jr., PE</u>	<b>17. Phone:</b> <u>(916) 368-9181</u>
<b>27. Local Agency Representative's Title:</b> <u>Associate Civil Engineer</u>	<b>19. Preparer's Title:</b> <u>Principal</u>		

**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 deobligation of federal funds on contract.

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

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

**LOCAL AGENCY SECTION**

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

**ATTACHMENT E  
CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT  
SYSTEM  
(Exhibit 10-K for Prime and Subconsultants)**

**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:** QUINCY ENGINEERING, INC

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

**Indirect Cost Rate:**

Combined Rate 172.80 % **OR**

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

**Fiscal period** \*01/01/2016 TO 12/31/2016

\* 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](#)

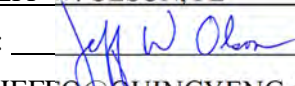
**All A&E Contract Information:**

- Total participation amount \$56,521,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 6.
- Years of consultant’s experience with 48 CFR Part 31 is 26.
- Audit history of the consultant’s current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input checked="" 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\*\*: JEFF W. OLSON, PE Title\*\*: CHIEF FINANCIAL OFFICER

Signature:  Date of Certification (mm/dd/yyyy): 03/31/2017

Email\*\*: JEFFO@QUINCYENG.COM Phone Number\*\*: 916.368.9181

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

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

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

EXHIBIT 10-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](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: SHN Consulting Engineers & Geologists, Inc.

Indirect Cost Rate: 1.7436 \_\_\_\_\_ \* for fiscal period 1/1/2016-12/31/2016

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: BRLO-5904(147)

Project Number: BRLO-5904(147)

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 \$11,000,000.00 and the number of states in which the firm does business is 2 \_\_\_\_\_

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are 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:



Consultant Certification of Contract Costs and Financial Management System

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): \$ \_\_\_\_\_

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

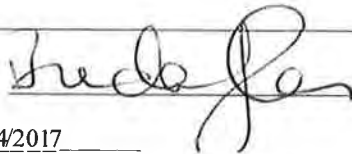
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Brenda Sigler

Title: CFO

Consultant Certification Signature \*\*: \_\_\_\_\_



Date of Certification (mm/dd/yyyy): 12/04/2017

Consultant Contact Information:

Email: bsigler@shn-engr.com

Phone number: 707-441-8855

**\*\*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

**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](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: WRECO

Indirect Cost Rate: 140.15% \* for fiscal period 01/01/2016 to 12/31/2016

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

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 \$ 10,000,000.00 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:

Consultant Certification of Contract Costs and Financial Management System

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): \$ 105,500.00

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Han-Bin Liang

Title: President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 12/04/2017

Consultant Contact Information:

Email: hanbin\_liang@wreco.com

Phone number: (925) 941-0017

\*\*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

**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](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, IncIndirect Cost Rate: 197% \* for fiscal period 01/01/2016 to 12/31/2016

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt CountyContract Number: BRLO-5904(147) Project Number: BRLO-5904(147)

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 \$ 4,500,000.00 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:

Consultant Certification of Contract Costs and Financial Management System

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): \$ 463,065.60

**Prime Consultants (if applicable)**

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

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

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

**Consultant Certifying (Print Name and Title):**

Name: Benjamin D. Crawford, PE, GE

Title: President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 12/5/2014

**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

**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: MORRISON STRUCTURES, 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 226.84 % OR

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

Fiscal period \* 11/1/16 - 10/31/17

\* 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 \$ 1,825,000 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 17.
- Audit history of the consultant's current and prior years (if applicable)
  - Cognizant ICR Audit
  - Local Gov't ICR Audit
  - Caltrans ICR Audit
  - CPA ICR Audit
  - Federal Gov't ICR Audit

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

Name\*\*: ROBERT L. MORRISON JR. Title\*\*: PRESIDENT  
 Signature: [Handwritten Signature] Date of Certification (mm/dd/yyyy): 03/14/18  
 Email\*\*: rmorrison@morrisonstructures.com Phone Number\*\*: 530-240-8028

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

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

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

**EXHIBIT 10-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:** MGE Engineering, Inc.

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

**Indirect Cost Rate:**

Indirect Cost Rate: Home Office Rate 175.1 % Field Office Rate (if applicable) \_\_\_\_\_ %, and Facility Capital Cost of Money \_\_\_\_\_ % (if applicable) for fiscal period \* 1/1/2016 - 12/31/2016

\* Fiscal period is the annual one year accounting period that our Indirect Cost Rate was developed and based on (not the contract period) and that our financial statements are based on.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined 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 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 consultant's financial management system has the following attributes:

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

- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) 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:**

- The approximate dollar amount \$ 10 million of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is \_\_\_\_\_.
- Audit history of the consultant (Check all that apply)
 

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

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Standard 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\*\*: Robert E. Sennett  
 Signature   
 Email\*\*: rsennett@mgeeng.com

Title\*\*: Vice President/Principal  
 Date of Certification (mm/dd/yyyy): 03/08/2018  
 Phone Number \*\*: 916-421-1000

\*\*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 Investigation

**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:** Stantec Consulting Services 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's company or subsidiaries.

**Indirect Cost Rate:**

Indirect Cost Rate: Home Office Rate 160.40 % Field Office Rate (if applicable) 121.48 %, and Facility Capital Cost of Money \_\_\_\_\_ % (if applicable) for **fiscal period** \* (January 1, 2016-December 31, 2016)

\* Fiscal period is the annual one year accounting period that our Indirect Cost Rate was developed and based on (not the contract period) and that our financial statements are based on.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined 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 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 consultant's 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;

Consultant Annual Certification of Contract Costs and Financial Management System

- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) 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:**

- The approximate dollar amount \$ 134,427,175 of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 20+.
- Audit history of the consultant (Check all that apply)
 

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

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Standard 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\*\*: Don Craig

Title\*\*: Vice President - Financial Services

Signature Don Craig

Date of Certification (mm/dd/yyyy): 02/09/2018

Email\*\*: don craig@stantec.com

Phone Number \*\*: 617-654-6021

\*\*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 Investigation

**ATTACHMENT F  
LIABILITY INSURANCE**