

**SECOND AMENDMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
POINTS WEST SURVEYING COMPANY
FOR ON-CALL PROFESSIONAL LAND SURVEYING SERVICES**

This Second Amendment to the Agreement for Consultant Services dated January 9, 2018, as amended on December 11, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Points West Surveying Company, a California corporation, hereinafter referred to as “CONSULTANT,” is entered into this ____ day of _____, 2019.

WHEREAS, on January 9, 2018, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of on-call professional land surveying services (“Consultant Services Agreement”); and

WHEREAS, on December 11, 2018, COUNTY and CONSULTANT amended of the Consultant Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, the parties now desire to amend certain provisions of the Consultant Services Agreement in order to extend the term thereof, increase the maximum amount payable and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

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

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on January 9, 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 January 9, 2023, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

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

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT’s Cost Proposal (Attachment B). The specified hourly rates shall include

direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract

number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
 - M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
 - N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
 - O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
 - P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
3. The Consultant Services Agreement is hereby amended to delete Attachment B – Cost Proposal (“Attachment B”), and replace it in its entirety with the modified version of Attachment B that is attached hereto and incorporated herein by reference. The modified version of Attachment B attached hereto shall supersede any and all prior versions thereof, as of the effective date of this Second Amendment.
 4. The Consultant Services Agreement is hereby amended to delete Attachment D – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K) (“Attachment D”), and replace it in its entirety with the modified version of Attachment D that is attached hereto and incorporated herein by reference. The modified version of Attachment D attached hereto shall supersede any and all prior versions thereof, as of the effective date of this Second Amendment.
 5. Except as modified herein, the Consultant Services Agreement dated January 9, 2018 and as amended on December 11, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

POINTS WEST SURVEYING COMPANY:

By: David Crivelli

Date: 11/19/2019

Name: David Crivelli

Title: President

By: Michael Pulley

Date: 11/19/2019

Name: Michael Pulley

Title: Secretary

COUNTY OF HUMBOLDT:

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

Date: _____

INSURANCE REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 12/10/19

LIST OF ATTACHMENTS:

- Attachment B – Cost Proposal (Cost Summary, Exhibit 10-H2 and Exhibit 10-H4)
- Attachment D – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K)

Attachment B – Cost Proposal
(Cost Summary, Exhibit 10-H2 and Exhibit 10-H4)

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Points West Surveying Company

Prime Consultant Subconsultant

Project No. _____ Contract No. DPW-2017-005 Participation Amount \$ 1,500,000 Date 11/19/2019

For Combined Rate	Fringe Benefit 55.36 % + General & Administrative 68.97 %	=124.33	Combined ICR%
	Fee	=5	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Rate		Actual or Avg. Hourly	% or \$	Hourly Range - or Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From			
Licensed Surveyor - Principal David Crivelli	\$110.12	\$133.49	\$156.87	01/01/2019	12/31/2019	\$46.75	2
	\$112.33	\$136.18	\$160.02	01/01/2020	12/31/2020	\$47.69	
	\$114.57	\$138.89	\$163.21	01/01/2021	12/31/2021	\$48.64	
Licensed Surveyor - Principal Michael Pulley	\$110.92	\$134.46	\$158.01	01/01/2019	12/31/2019	\$47.09	2
	\$113.13	\$137.15	\$161.16	01/01/2020	12/31/2020	\$48.03	
	\$115.39	\$139.89	\$164.38	01/01/2021	12/31/2021	\$48.99	
Licensed Surveyor - Staff Jesse Buffington	\$94.22	\$114.22	\$134.22	01/01/2019	12/31/2019	\$40.00	2
	\$96.10	\$116.50	\$136.90	01/01/2020	12/31/2020	\$40.80	
	\$98.03	\$118.84	\$139.65	01/01/2021	12/31/2021	\$41.62	
Survey Technician II William Pool	\$77.73	\$94.23	\$110.73	01/01/2019	12/31/2019	\$33.00	2
	\$79.28	\$96.11	\$112.94	01/01/2020	12/31/2020	\$33.66	
	\$80.86	\$98.03	\$115.19	01/01/2021	12/31/2021	\$34.33	
Survey Technician II Ryan Baxter	\$70.66	\$85.66	\$100.66	01/01/2019	12/31/2018	\$30.00	2
	\$72.08	\$87.38	\$102.68	01/01/2020	12/31/2019	\$30.60	
	\$73.51	\$89.12	\$104.72	01/01/2021	12/31/2020	\$31.21	
Survey Technician Paul Krause	\$58.89	\$71.39	\$83.89	01/01/2019	12/31/2019	\$25.00	2
	\$60.06	\$72.81	\$85.56	01/01/2020	12/31/2020	\$25.50	
	\$61.27	\$74.27	\$87.28	01/01/2021	12/31/2021	\$26.01	
Survey Technician I Austin McChesney	\$49.46	\$59.96	\$70.46	01/01/2019	12/31/2019	\$21.00	2
	\$50.45	\$61.16	\$71.87	01/01/2020	12/31/2020	\$21.42	
	\$51.47	\$62.39	\$73.32	01/01/2021	12/31/2021	\$21.85	

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Points West Surveying Company Prime Consultant Subconsultant

Project No. _____ Contract No. DPW-2017-005 Date 6/6/2019

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	Mile	\$0.58	\$580.00
GPS Units	12	Unit	\$100.00	\$1200.00
Boat	1	Day	\$150.00	\$150.00
Single Beam Sounder	1	Day	\$200.00	\$200.00
Aerial Target	15	Unit	\$15.00	\$225.00
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

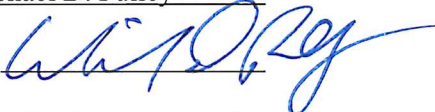
Certification of Direct Costs:

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

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Michael D. Pulley Title *: Vice-President, Principal + CFO
 Signature :  Date of Certification (mm/dd/yyyy): 11/19/2019
 Email: pulley@pointswestsurveying.com Phone Number: 707.840.9510
 Address: 5201 Carlson Park Drive Suite 3 Arcata CA 95521

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

List services the consultant is providing under the proposed contract:

Land Surveying Services, including topographic, boundary, hydrographic, and construction surveying, construction staking, right of way determination, preparation of legal descriptions and maps, coordination with prime and subcontractors

Loaded Rate Calculation	
Non Exempt Employee Loaded Billing Rates	
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
Exempt Employee Loaded Billing Rates	
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	55.36%	68.97%	0.00%	124.33%	
OVERTIME	55.36%	68.97%	0.00%	124.33%	
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	55.36%	68.97%	0.00%	124.33%	
OVERTIME	55.36%	68.97%	0.00%	124.33%	
Fee = 5.00%					
Applicable Multiplier Delta Base (Field) =					
Applicable Multiplier Fringe (Field) =					

Name/Classification	Home Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)								Employee Actual Rate (fringe benefits vary year over year)					Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DELTA TOTAL - DELTA BASE (Employee - DIR)			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	
		Base Salary		Fringe Benefits		Total Base Salary + Fringe Benefits		Base Salary		Estimate Fringe		Total = Base + Fringe		DIR Rate - Employee Base Rate			Loaded Hourly Billing Rates			From		To										
		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	Straight	OT (1.5x)	OT (2x)	From	To								
David Crivelli, PLS Project Manager Surveys	FIELD	\$45.03	\$67.55	\$90.06	\$31.05	\$78.08	\$98.60	\$121.11	\$46.75	\$70.13	\$93.50	\$15.94	\$62.69	\$86.07	\$109.44	(\$13.39)	(\$12.53)	(\$11.67)	\$0.00	\$0.00	\$0.00	(\$13.39)	(\$12.53)	(\$11.67)	\$110.12	\$133.49	\$156.87	1/1/2019	12/31/2019	2.00%	\$ 46.75	N/A
David Crivelli, PLS Project Manager Surveys	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$110.12	\$133.49	\$156.87	1/1/2019	12/31/2019	2.00%	\$ 46.75	N/A
Michael Pulley, PLS Project Manager Surveys	FIELD	\$45.03	\$67.55	\$90.06	\$31.05	\$78.08	\$98.60	\$121.11	\$47.09	\$70.64	\$94.18	\$15.41	\$62.50	\$86.05	\$109.59	(\$13.58)	(\$12.55)	(\$11.52)	\$0.00	\$0.00	\$0.00	(\$13.58)	(\$12.55)	(\$11.52)	\$110.92	\$134.46	\$158.01	1/1/2019	12/31/2019	2.00%	\$ 47.09	N/A
Michael Pulley, PLS Project Manager Surveys	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$110.92	\$134.46	\$158.01	1/1/2019	12/31/2019	2.00%	\$ 47.09	N/A
Jesse Buffington, PLS Crew Chief	FIELD	\$45.03	\$67.55	\$90.06	\$31.05	\$78.08	\$98.60	\$121.11	\$40.00	\$60.00	\$80.00	\$11.34	\$51.34	\$71.34	\$91.34	(\$24.74)	(\$27.26)	(\$29.77)	(\$5.03)	(\$7.55)	(\$10.06)	(\$19.71)	(\$19.71)	(\$19.71)	\$94.22	\$114.22	\$134.22	1/1/2019	12/31/2019	2.00%	\$ 40.00	N/A
Jesse Buffington, PLS Survey Rodman	FIELD	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$40.00	\$60.00	\$80.00	\$11.34	\$51.34	\$71.34	\$91.34	(\$18.77)	(\$18.30)	(\$17.83)	\$0.00	\$0.00	\$0.00	(\$18.77)	(\$18.30)	(\$17.83)	\$94.22	\$114.22	\$134.22	1/1/2019	12/31/2019	2.00%	\$ 40.00	N/A
William Pool, CAD Drafter	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$77.73	\$94.23	\$110.73	1/1/2019	12/31/2019	2.00%	\$ 33.00	N/A
Ryan Baxter, PLS Crew Chief	FIELD	\$45.03	\$67.55	\$90.06	\$31.05	\$78.08	\$98.60	\$121.11	\$30.00	\$45.00	\$60.00	\$13.16	\$43.16	\$58.16	\$73.16	(\$32.92)	(\$40.44)	(\$47.95)	(\$15.03)	(\$22.55)	(\$30.06)	(\$17.89)	(\$17.89)	(\$17.89)	\$70.66	\$85.66	\$100.66	1/1/2019	12/31/2019	2.00%	\$ 30.00	N/A
Ryan Baxter, Survey Rodman	FIELD	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$30.00	\$45.00	\$60.00	\$13.16	\$43.16	\$58.16	\$73.16	(\$26.95)	(\$31.48)	(\$36.01)	(\$9.06)	(\$13.59)	(\$18.12)	(\$17.89)	(\$17.89)	(\$17.89)	\$70.66	\$85.66	\$100.66	1/1/2019	12/31/2019	2.00%	\$ 30.00	N/A
Paul Krause, Survey Rodman	FIELD	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$25.00	\$37.50	\$50.00	\$0.00	\$25.00	\$37.50	\$50.00	(\$45.11)	(\$52.14)	(\$59.17)	(\$14.06)	(\$21.09)	(\$28.12)	(\$31.05)	(\$31.05)	(\$31.05)	\$58.89	\$71.39	\$83.89	1/1/2019	12/31/2019	2.00%	\$ 25.00	N/A
Austin McChesney, Survey Rodman	FIELD	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$21.00	\$31.50	\$42.00	\$0.00	\$21.00	\$31.50	\$42.00	(\$49.11)	(\$58.14)	(\$67.17)	(\$18.06)	(\$27.09)	(\$36.12)	(\$31.05)	(\$31.05)	(\$31.05)	\$49.46	\$59.46	\$70.46	1/1/2019	12/31/2019	2.00%	\$ 21.00	N/A

- Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*). Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
- "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
- The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
- The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xxxxxx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xxxxxx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
- Travel Time Charges:
 - For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time, or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 - For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 Billing rate for travel time = Loaded Rate Formula "C" above.
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + Delta Base + Delta Fringe
 - For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

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

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

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

Consultant's Full Legal Name: Points West Surveying Company

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 ^{124.33} % Field Office Rate (if applicable) _____ %, and Facility Capital Cost of Money _____ % (if applicable) for **fiscal period** * 1/1/2018-12/31/2018

* 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 \$ 805,000 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 2.
- 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 checked="" 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**: Michael D. Pulley
 Signature 
 Email**: pulley@pointswestsurveying.com

Title**: Vice President, Principal + CFO
 Date of Certification (mm/dd/yyyy): 11/19/2019
 Phone Number **: 707.840.9510

**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