

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHD INC.
FOR ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES AND/OR
ENVIRONMENTAL SERVICES**

This contract entered into this 4 day of December, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and GHD Inc., a California C Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing on-call professional design engineering and/or environmental 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 Josh Wolf. 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 October 1, 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 on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on December 4, 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 December 3, 2020, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost

Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made 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:

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 Three Million Five Hundred Thousand Dollars and No Cents (\$3,500,000.00). 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.

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.

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 and all 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, Federal Acquisition Regulations System, 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 the parties hereto, 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 an 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 California Department of Industrial Relations 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.

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 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 sub-recipients 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 Ten percent (10%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment C – 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.

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 claim (Four Million Dollars (\$4,000,000) general aggregate), subject to a self-insured retention not to exceed Five-Hundred Thousand Dollars (\$500,000.00) 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. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 5. 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.
 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 any other available remedies under this Agreement, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

7. Nothing contained herein shall be construed to limit the extent to which CONSULTANT, or its 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: GHD Inc.
Attention: Josh Wolf, Project Manager
718 Third St.
Eureka, California 95501

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. Irrespective of any language to the contrary in this Agreement, the CONSULTANT has no duty to provide or pay for an up-front defense against unproven claims or allegations, but shall reimburse those reasonable attorneys' fees incurred by the COUNTY to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or its employees, agents or subcontractors.
- 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: GHD Inc.
Attention: Josh Wolf, Project Manager
718 Third St.
Eureka, California 95501

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, 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.

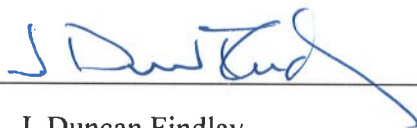
GHD INC.:

By:  _____

Date: 11/8/18

Name: William Silva, P.E.

Title: Vice President, Principal

By:  _____

Date: 07 NOV 2018

Name: J. Duncan Findlay

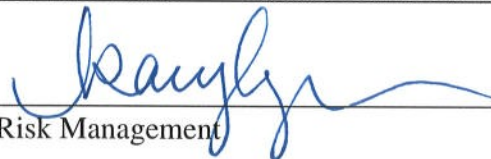
Title: Secretary

COUNTY OF HUMBOLDT:

By:  _____
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 12/4/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 11/20/18

LIST OF ATTACHMENTS:

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

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

Attachment D – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)

Attachment E – Disclosure of Lobbying Activities (Exhibit 10-Q)

Attachment F – Liability Insurance

ATTACHMENT A
SCOPE OF WORK



**SCOPE OF SERVICES
FOR
COUNTY OF HUMBOLDT
ON-CALL DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

October 1, 2018

The following is the proposed GHD (consultant) preliminary scope of work for tasks under Agreement for the Storm Damage Repair On-Call Design Engineering and Environmental Services. Final scope of services will be developed by the County and GHD for each individual Task Order. It is understood that some of the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by consultant, whether it be by consultant or a sub-consultant under contract to consultant. The following are general Environmental, Engineering and Construction Management Services anticipated for storm damage repairs to Humboldt County's roadway system with Federal aid funding. The scope of services will be conducted in accordance Caltrans Local Assistance Procedures Manual (LAPM).

SCOPE OF SERVICES

The tasks below defined GHD's scope of services.

Task 1 – Project Management, Meetings and Coordination

This project will require regular communication and close coordination with team members, the County, Caltrans, and other project stakeholders. This task also includes reviewing the project status on a regular basis, providing progress updates to the County, managing project budgets and schedules, assisting the County in coordinating with the various agencies involved, and coordinating and performing quality control and quality assurance reviews. As part of the ongoing project coordination, management process, GHD anticipates participating in regular meetings (or conference calls) with the County, Caltrans, and other stakeholders, to provide updates on project status, review project designs and issues, and receive input and direction.

Deliverables:

- *Meeting agenda - paper copies at the meeting.*

Task 2 – Environmental Studies, CEQA, NEPA and Environmental Permit Applications

GHD will complete the following as deemed necessary for environmental compliance of each project.

- Preliminary Environmental Study (PES) including Project Description and APE Map
- Cultural Resources Study, Historic Property Survey Report and Archaeological Survey Report
- Special Status Plant and Animal Surveys and Reports
- Wetland Delineation Reports
- Natural Environment Study (NES)
- Initial Site Assessment (ISA)
- Visual Impact Assessment (VIA) or Visual Resources Technical Memorandum (VRTM)
- CEQA and NEPA Documentation
- Environmental Permit Applications



Deliverables:

- *Draft and Final PES Form (electronic PDF)*
- *Draft and Final CRS, ASR and HPSR (electronic PDFs)*
- *Draft and Final Special-status Plant and Animal Report*
- *Draft and Final Wetland Delineation Report (electronic PDF)*
- *Draft and Final NES Report (electronic PDF)*
- *Draft and Final Initial Site Assessment (electronic PDF)*
- *Draft and Final VIA or VRTM (electronic PDF)*
- *Draft and Final CEQA/NEPA Documentation*
- *Draft and Final Permit Applications*

Task 3 – Engineering Studies & Preliminary Design

GHD will develop preliminary design plans for the storm damage repairs. The preliminary design plans will be developed to 15% and 35% completeness intended to convey the design intent. The plans will show conceptual geometrics, alignments, typical sections and general improvements. Under this task GHD will also conduct engineering studies to support the preliminary design. These engineering studies include but are not limited to:

- Geotechnical Investigation and Reports
- Hydrologic/Hydraulic Studies
- Topographic and Right-of-Way Surveys

Deliverables:

- *Draft and Final Geotechnical Study Report (electronic PDF)*
- *Draft and Final Hydrologic/Hydraulic Reports (electronic PDF)*
- *Topographic and Right-of-Way Survey and Exhibits (Electronic PDFs)*
- *15% Plans (Electronic PDFs and up to ten (10) hard copies).*
- *35% Plans and Opinion of Probable Construction Cost (Electronic PDF and up to ten (10) hard copies).*

Task 4 – Final Design

GHD will prepare plans, specifications, estimates (PS&E) and contract bid documents for the project, based upon the 35% design plans developed during preliminary design. The primary objective of the final design will be to develop a set of plans and specifications suitable for bidding and construction. The plans need sufficient detail to provide the information for review by the County. The PS&E package will be prepared based on the standards of practice in the industry and in accordance with the Task Order scope of services.

The Construction plans and estimate will be submitted to the County at 60%, 90%, 95%, and 100% completion stages. The technical specifications will be submitted to the County at the 90%, 95%, and 100% completion stages. The County will have the opportunity to comment on the 60%, 90%, and 95%, design submittals, and the 100% will be ready to issue for bidding and construction. GHD will prepare technical specifications consisting of Special Provisions to amend and supplement the State of California Department of Transportation Standard Specifications (2015). The engineer's opinion of probable construction costs will be prepared using standard engineering estimating procedures for each design



submittal. The opinion of cost will include the anticipated cost for the items of work included with the project based on bid results from previous projects or published unit costs available from Caltrans.

Deliverables:

- 60% Plans and Estimates
- 90% PS&E Submittal: Plans, Specifications, and Estimates
- 95% PS&E Submittal: Plans, Specifications, and Estimates
- 100% PS&E Submittal: Plans, Specifications, and Estimates
- GHD will provide one (1) electronic PDF and up to ten (10) hard copies for each of the above documents. In addition, 100% plans will be provided as AutoCAD Civil 3D files.

Task 5 – Construction Engineering

GHD will provide construction management related services for the storm damage repair project sites. The anticipated services include but are not limited to the following:

- Provide pre-bid and bid period assistance
- Conduct weekly construction meetings
- Monitor construction schedule
- Provide environmental monitoring, clearance surveys and reporting
- Review request for information (RFI) and submittals
- Provide construction inspection/observation including reports
- Develop Contract Change Orders (CCOs)
- Provide materials testing services
- Track quantities for progress payments
- Provide office engineering and construction administration
- Perform onsite labor compliance interviews
- Complete project close documents including record/as-built drawings

Deliverables:

- Meeting Agendas
- Environmental Monitoring/Survey Reports
- Onsite Inspection Reports
- Material Testing Reports
- Labor Compliance Interview Records
- Construction Close-out Documentation

GENERAL EXCLUSIONS AND ASSUMPTIONS

This scope of services is based on the tasks described above which are anticipated for the project. The County may need additional services during the process of the project due to increased regulatory issues, unusual public interest, and additional issues identified during the project. This scope is based on the following assumptions:



- This scope does not include anything not specifically described above or listed in the RFQ, although additional services can be provided through a contract amendment.
- The County shall be responsible for paying all deposits and fees required for the project.
- The County will obtain access agreements (including encroachment permits) needed for technical studies and permits.
- County shall issue an appropriate Task Order for each project to be assigned to consultant.
- County shall exercise due care in relaying project requirements to consultant and shall responsively participate in the Task Order process.
- County shall allow consultant to review all public-accessible data and information that relate to the tasking assigned by each Task Order.

ATTACHMENT B
COST PROPOSAL AND WORK SCHEDULE



Project Schedule: On-Call Design Engineering and Environmental Services - Storm Damage Repair Projects*
 Updated: 10/30/18

Task Description	2018		2019												2020														
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER			
Contract Execution																													
Develop Task Order																													
Task Order Authorized																													
Task 1 – Project Management, Meetings and Coordination																													
Project Management																													
Coordination Meetings																													
Task 2 – Environmental Studies																													
Preliminary Environmental Study (PES) including, Project Description and APE Map																													
Cultural Resources Study, Historic Property & Archaeological Survey Reports																													
Special Status Plant and Animal Surveys and Reports																													
Wetland Delineation Reports																													
Natural Environment Study (NES)																													
Initial Site Assessment (ISA)																													
Visual Impact Assessment/Visual Resources Tech Memo																													
CEQA and NEPA Documentation																													
Environmental Permit Applications																													
Task 3 – Engineering Studies & Preliminary Design																													
Geotechnical Study																													
Hydrologic/Hydraulic Studies																													
Topographic Survey and Right-of-Way																													
Preliminary Design (15% and 35%)																													
Task 4 – Final Design																													
PS&E (60%, 90%, 95%, 100%)																													
Task 5 – Construction Engineering																													
Provide pre-bid and bid period assistance																													
Conduct weekly construction meetings																													
Monitor construction schedule																													
Provide environmental monitoring, clearance surveys and reporting																													
Review request for information (RFI) and submittals																													
Provide construction inspection/observation																													
Develop Contract Change Orders (CCOs)																													
Provide materials testing																													
Track quantities for progress payment																													
Provide office engineering and construction administration																													
Labor compliance interviews																													
Complete project close documents including record/as-built drawings																													

* Specific schedules to be developed for each individual Task Order

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant GHD Inc. Prime Consultant Subconsultant Date 8/24/2018
 Project No. DPW2018-005 Contract No. _____ Participation Amount \$ 1,650,000.00

33.8% + 133.18% Overhead % + 0% General Administration % = 166.98% Combined Indirect Cost Rate (ICR) %

FEE % = 15%

BILLING INFORMATION		CALCULATION INFORMATION						
Name/Job Title/Classification ¹	Hourly Billing Rates ²	Effective date of hourly rate	Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only			
	Straight ³	From To						
Jeremy Svehla	\$192.84	7/1/2018 6/30/2019	\$62.81					
Project Coordinator	\$194.77	7/1/2019 6/30/2020	\$63.44	1.00%				
Senior Engineer I	\$196.72	7/1/2020 6/30/2021	\$64.07	1.00%				
Josh Wolf	\$190.14	7/1/2018 6/30/2019	\$61.93					
Project Coordinator	\$192.04	7/1/2019 6/30/2020	\$62.55	1.00%				
Senior Engineer I	\$193.96	7/1/2020 6/30/2021	\$63.17	1.00%				
David Caisse	\$145.87	7/1/2018 6/30/2019	\$47.51					
Project Manager	\$150.24	7/1/2019 6/30/2020	\$48.94	3.00%				
Project Engineer II	\$154.75	7/1/2020 6/30/2021	\$50.40	3.00%				
Brett Vivyan	\$142.49	7/1/2018 6/30/2019	\$46.41					
Project Manager	\$146.77	7/1/2019 6/30/2020	\$47.80	3.00%				
Project Engineer II	\$151.17	7/1/2020 6/30/2021	\$49.24	3.00%				
Misha Schwarz	\$187.32	7/1/2018 6/30/2019	\$61.01					
Senior Scientist	\$189.19	7/1/2019 6/30/2020	\$61.62	1.00%				
Senior Scientist I	\$191.08	7/1/2020 6/30/2021	\$62.24	1.00%				
Brian Crowell	\$134.32	7/1/2018 6/30/2019	\$43.75					
Structural Engineer	\$138.35	7/1/2019 6/30/2020	\$45.06	3.00%				
Project Engineer I	\$142.50	7/1/2020 6/30/2021	\$46.41	3.00%				
Stephanie Gould	\$102.39	7/1/2018 6/30/2019	\$33.35					
Civil Engineer	\$106.49	7/1/2019 6/30/2020	\$34.68	4.00%				
Staff Engineer II	\$110.75	7/1/2020 6/30/2021	\$36.07	4.00%				
Senior Engineer/Scientist/Planner/Surveyor IV	\$230.30	7/1/2018 6/30/2019	\$75.01		\$75.01-\$85.00			
	\$232.60	7/1/2019 6/30/2020	\$75.76	1.00%				
	\$234.93	7/1/2020 6/30/2021	\$76.52	1.00%				
Senior Engineer/Scientist/Planner/Surveyor III	\$214.95	7/1/2018 6/30/2019	\$70.01		\$70.01-\$75.00			
	\$217.10	7/1/2019 6/30/2020	\$70.71	1.00%				
	\$219.27	7/1/2020 6/30/2021	\$71.42	1.00%				
Senior Engineer/Scientist/Planner/Surveyor II	\$203.77	7/1/2018 6/30/2019	\$66.37		\$65.01-\$70.00			
	\$205.81	7/1/2019 6/30/2020	\$67.03	1.00%				
	\$207.87	7/1/2020 6/30/2021	\$67.70	1.00%				
Senior Engineer/Scientist/Planner/Surveyor I	\$193.15	7/1/2018 6/30/2019	\$62.91		\$60.01-\$65.00			
	\$195.08	7/1/2019 6/30/2020	\$63.54	1.00%				
	\$197.03	7/1/2020 6/30/2021	\$64.17	1.00%				

Project Engineer/Scientist/Planner/Surveyor IV	\$175.10	\$262.65	\$350.19	7/1/2018	6/30/2019	\$57.03	3.00%	\$55.01-\$60.00
	\$180.35	\$270.53	\$360.70	7/1/2019	6/30/2020	\$58.74	3.00%	
	\$185.76	\$278.64	\$371.52	7/1/2020	6/30/2021	\$60.50	3.00%	
Project Engineer/Scientist/Planner/Surveyor III	\$163.25	\$244.87	\$326.49	7/1/2018	6/30/2019	\$53.17	3.00%	\$50.01-\$55.00
	\$168.14	\$252.22	\$336.29	7/1/2019	6/30/2020	\$54.77	3.00%	
	\$173.19	\$259.78	\$346.38	7/1/2020	6/30/2021	\$56.41	3.00%	
Project Engineer/Scientist/Planner/Surveyor II	\$145.65	\$218.48	\$291.31	7/1/2018	6/30/2019	\$47.44	3.00%	\$45.01-\$50.00
	\$150.02	\$225.03	\$300.05	7/1/2019	6/30/2020	\$48.86	3.00%	
	\$154.52	\$231.79	\$309.05	7/1/2020	6/30/2021	\$50.33	3.00%	
Project Engineer/Scientist/Planner/Surveyor I	\$132.14	\$198.22	\$264.29	7/1/2018	6/30/2019	\$43.04	3.00%	\$40.01-\$45.00
	\$136.11	\$204.16	\$272.22	7/1/2019	6/30/2020	\$44.33	3.00%	
	\$140.19	\$210.29	\$280.38	7/1/2020	6/30/2021	\$45.66	3.00%	
Staff Engineer/Scientist/Planner/Surveyor III	\$119.19	\$178.78	\$238.38	7/1/2018	6/30/2019	\$38.82	4.00%	\$35.01-\$40.00
	\$123.96	\$185.93	\$247.91	7/1/2019	6/30/2020	\$40.37	4.00%	
	\$128.91	\$193.37	\$257.83	7/1/2020	6/30/2021	\$41.99	4.00%	
Staff Engineer/Scientist/Planner/Surveyor II	\$97.08	\$145.62	\$194.16	7/1/2018	6/30/2019	\$31.62	4.00%	\$30.01-\$35.00
	\$100.97	\$151.45	\$201.93	7/1/2019	6/30/2020	\$32.88	4.00%	
	\$105.00	\$157.51	\$210.01	7/1/2020	6/30/2021	\$34.20	4.00%	
Staff Engineer/Scientist/Planner/Surveyor I	\$87.20	\$130.79	\$174.39	7/1/2018	6/30/2019	\$28.40	4.00%	\$25.01-\$30.00
	\$90.68	\$136.03	\$181.37	7/1/2019	6/30/2020	\$29.54	4.00%	
	\$94.31	\$141.47	\$188.62	7/1/2020	6/30/2021	\$30.72	4.00%	
CAD/GIS/Tech III	\$99.88	\$149.81	\$199.75	7/1/2018	6/30/2019	\$32.53	4.00%	\$30.01-\$35.00
	\$103.87	\$155.81	\$207.74	7/1/2019	6/30/2020	\$33.83	4.00%	
	\$108.03	\$162.04	\$216.05	7/1/2020	6/30/2021	\$35.18	4.00%	
CAD/GIS/Tech II	\$79.83	\$119.74	\$159.65	7/1/2018	6/30/2019	\$26.00	4.00%	\$25.01-\$30.00
	\$83.02	\$124.53	\$166.04	7/1/2019	6/30/2020	\$27.04	4.00%	
	\$86.34	\$129.51	\$172.68	7/1/2020	6/30/2021	\$28.12	4.00%	
CAD/GIS/Tech I	\$72.77	\$109.15	\$145.53	7/1/2018	6/30/2019	\$23.70	4.00%	\$20.01-\$25.00
	\$75.68	\$113.51	\$151.35	7/1/2019	6/30/2020	\$24.65	4.00%	
	\$78.70	\$118.05	\$157.41	7/1/2020	6/30/2021	\$25.63	4.00%	
Administrative Support III	\$84.28	\$126.42	\$168.56	7/1/2018	6/30/2019	\$27.45	4.00%	\$25.01-\$30.00
	\$87.65	\$131.48	\$175.30	7/1/2019	6/30/2020	\$28.55	4.00%	
	\$91.16	\$136.73	\$182.31	7/1/2020	6/30/2021	\$29.69	4.00%	
Administrative Support II	\$70.06	\$105.10	\$140.13	7/1/2018	6/30/2019	\$22.82	4.00%	\$20.01-\$25.00
	\$72.87	\$109.30	\$145.73	7/1/2019	6/30/2020	\$23.73	4.00%	
	\$75.78	\$113.67	\$151.56	7/1/2020	6/30/2021	\$24.68	4.00%	
Administrative Support I	\$49.12	\$73.69	\$98.25	7/1/2018	6/30/2019	\$16.00	4.00%	\$15.00-\$20.00
	\$51.09	\$76.63	\$102.18	7/1/2019	6/30/2020	\$16.64	4.00%	
	\$53.13	\$79.70	\$106.27	7/1/2020	6/30/2021	\$17.31	4.00%	

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-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant GHD Inc. Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 8/16/2018

SCHEDULE OF OTHER DIRECT COST ITEMS					
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	
GPS	20	day	\$ 100.00	\$2,000	
Drilling			at cost		
Laboratory Testing			at cost		
Records Search Fees	5		at cost	\$7,500	
Permit Fees			at cost		
Mileage	1000	mile	\$ 0.545	\$545	
Tolls			at cost		
Parking			at cost		
Rental Vehicle and Gas			at cost		
Lodging	10		at cost	\$1,000	
Per Diem	20	day	\$ 120.00	\$2,400	
Related Incidentals			at cost		
Plan Sheets (internal)	500	sheet	\$ 1.50	\$750	
Plan Sheets (external)			at cost		

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: Bill Silva Title #: Principal
 Signature:  PE Date of Certification (mm/dd/yyyy): 9/20/18
 Email: bill.silva@ghd.com Phone Number: 707-523-1010
 Address: 2235 Mercury Way Su 150, Santa Rosa, CA 95407

* 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:

Project management, engineering/design, environmental, construction management/inspections, geotechnical, surveying.

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES
 ACTUAL COST PLUS FIXED FEE LUMP SUM SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

CONTRACT TYPE: Specific Rates of Compensation

CONSULTANT: GHD, Inc. PROJECT NO.: DEW-2018-005 CONTRACT NO.: _____ DATE: 8/31/2018

Name/Classification	Home Office Field Office Personnel	Prevailing Wage Rate established by State DFR (only applicable for prevailing wage work)				Employee Actual Rate (fringe benefits vary year over year)				Applicable DELTA (TOTAL) a DELTA Base - Employee Base Rate		Delta Total - Delta Base (Employee - DFR)		Loaded Hourly Billing Rates		Effective Date of Hourly Rate From To	Hourly Rate Increase %	Hourly Range for Actual Average		
		Street	15.00	20.00	25.00	Street	15.00	20.00	25.00	Street	15.00	20.00	25.00	Street	15.00				20.00	25.00
ART Bline	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 66.95
Inspector	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 66.95
Prevailing Wage Work (Non-Exempt)	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	3.00%	\$ 71.03
David Casse	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 77.51
Inspector	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 77.51
Prevailing Wage Work (Non-Exempt)	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	3.00%	\$ 81.59
Matt Vander Dussen	FIELD	\$42.19	\$63.29	\$84.38	\$30.29	\$72.08	\$94.18	\$115.27	\$47.76	\$95.69	\$131.28	\$142.21	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 56.41
Sweeper	FIELD	\$42.19	\$63.29	\$84.38	\$30.29	\$72.08	\$94.18	\$115.27	\$47.76	\$95.69	\$131.28	\$142.21	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 56.41
Prevailing Wage Work (Non-Exempt)	FIELD	\$42.19	\$63.29	\$84.38	\$30.29	\$72.08	\$94.18	\$115.27	\$47.76	\$95.69	\$131.28	\$142.21	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	3.00%	\$ 60.49
Sweeper	FIELD	\$42.19	\$63.29	\$84.38	\$30.29	\$72.08	\$94.18	\$115.27	\$47.76	\$95.69	\$131.28	\$142.21	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 56.41
Prevailing Wage Work (Non-Exempt)	FIELD	\$42.19	\$63.29	\$84.38	\$30.29	\$72.08	\$94.18	\$115.27	\$47.76	\$95.69	\$131.28	\$142.21	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	3.00%	\$ 60.49
Miranda Swanson	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 66.95
Inspector	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 66.95
Prevailing Wage Work (Non-Exempt)	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	3.00%	\$ 71.03
Govt. Jiral	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 66.95
Inspector	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2018	6/30/2020	3.00%	\$ 66.95
Prevailing Wage Work (Non-Exempt)	FIELD	\$43.02	\$64.53	\$86.04	\$30.27	\$72.59	\$95.10	\$116.61	\$50.00	\$97.50	\$133.00	\$143.93	\$0.00	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	3.00%	\$ 71.03

2. "NC" denotes No Change to the prevailing wage requirements with asterisks (*). Prevailing Wage specified is based on current DFR determination. Any future DFR escalation of prevailing wage rate will be reflected in the loaded rates.
 3. The billing rates shown in this cost proposal for field staff are calculated with estimated fringe benefits of the state. The actual billing rate 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.
 4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 12/15/2018. Calltrans 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 12/15/2018.
 5. 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.
 Billing rate for travel time = Loaded Rate Formula "C" above.
 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 overtime rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as below).
 Billing rate for travel time = Loaded Rate Formula "C" above.

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates Prime Consultant Subconsultant Date 10/4/2018

Project No. DPW2018-005 Contract No. _____ Participation Amount \$ 250,000.00

Fringe Benefit % 0.00% + Overhead % 152.03% + General Administration % 0.00% = Combined Indirect Cost Rate (ICR) % 152.03%

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)	From	To			
Mahvash Harms - Principal	\$271.91	N/A	10/1/2017	9/30/2018	\$98.08		
	\$285.51	N/A	10/1/2018	9/30/2019	\$102.98	5.00%	Not Applicable
	\$299.78	N/A	10/1/2019	9/30/2020	\$108.13	5.00%	
Anthony Richardson - Project Manager Engineering Manager	\$314.77	N/A	10/1/2020	9/30/2021	\$113.54	5.00%	
	\$163.96	N/A	10/1/2017	9/30/2018	\$59.14		
	\$172.15	N/A	10/1/2018	9/30/2019	\$62.10	5.00%	Not Applicable
Ron Oen - QC/QA Manager Associate	\$180.76	N/A	10/1/2019	9/30/2020	\$65.20	5.00%	
	\$189.80	N/A	10/1/2020	9/30/2021	\$68.46	5.00%	
	\$192.73	N/A	10/1/2017	9/30/2018	\$69.52		
Yoliana Swenson - Senior Engineer	\$202.37	N/A	10/1/2018	9/30/2019	\$73.00	5.00%	Not Applicable
	\$212.49	N/A	10/1/2019	9/30/2020	\$76.65	5.00%	
	\$223.11	N/A	10/1/2020	9/30/2021	\$80.48	5.00%	
Principal III	\$140.00	N/A	10/1/2017	9/30/2018	\$50.50		
	\$147.00	N/A	10/1/2018	9/30/2019	\$53.03	5.00%	Not Applicable
	\$154.35	N/A	10/1/2019	9/30/2020	\$55.68	5.00%	
Principal II	\$162.07	N/A	10/1/2020	9/30/2021	\$58.46	5.00%	
	\$300.69	N/A	10/1/2017	9/30/2018	\$108.46		\$108.00 to \$110.00
	\$315.72	N/A	10/1/2018	9/30/2019	\$113.88	5.00%	\$113.40 to \$115.50
Principal I	\$331.51	N/A	10/1/2019	9/30/2020	\$119.58	5.00%	\$119.07 to \$121.28
	\$348.08	N/A	10/1/2020	9/30/2021	\$125.56	5.00%	\$125.02 to \$127.34
	\$263.70	N/A	10/1/2017	9/30/2018	\$95.12		\$86.00 to \$100.00
Principal I	\$276.89	N/A	10/1/2018	9/30/2019	\$99.88	5.00%	\$90.30 to \$105.00
	\$290.73	N/A	10/1/2019	9/30/2020	\$104.87	5.00%	\$94.82 to \$110.25
	\$305.27	N/A	10/1/2020	9/30/2021	\$110.11	5.00%	\$99.56 to \$115.76
Principal I	\$231.93	N/A	10/1/2017	9/30/2018	\$83.66		\$83.00 to \$85.00
	\$243.53	N/A	10/1/2018	9/30/2019	\$87.84	5.00%	\$87.15 to \$89.25

	\$255.71	N/A	N/A	10/1/2019	9/30/2020	\$92.24	5.00%	\$91.51 to \$93.71
	\$268.49	N/A	N/A	10/1/2020	9/30/2021	\$96.85	5.00%	\$96.08 to \$98.40
Associate	\$182.81	N/A	N/A	10/1/2017	9/30/2018	\$65.94		\$57.00 to \$70.00
	\$191.95	N/A	N/A	10/1/2018	9/30/2019	\$69.24	5.00%	\$59.85 to \$73.50
	\$201.55	N/A	N/A	10/1/2019	9/30/2020	\$72.70	5.00%	\$62.84 to \$77.18
	\$211.62	N/A	N/A	10/1/2020	9/30/2021	\$76.33	5.00%	\$65.98 to \$81.03
Engineering Manager	\$160.66	N/A	N/A	10/1/2017	9/30/2018	\$57.95		\$52.00 to \$61.00
	\$168.69	N/A	N/A	10/1/2018	9/30/2019	\$60.85	5.00%	\$54.60 to \$64.05
	\$177.12	N/A	N/A	10/1/2019	9/30/2020	\$63.89	5.00%	\$57.33 to \$67.25
	\$185.98	N/A	N/A	10/1/2020	9/30/2021	\$67.08	5.00%	\$60.20 to \$70.62
Senior Engineer	\$139.14	N/A	N/A	10/1/2017	9/30/2018	\$50.19		\$48.00 to \$53.00
	\$146.10	N/A	N/A	10/1/2018	9/30/2019	\$52.70	5.00%	\$50.40 to \$55.65
	\$153.41	N/A	N/A	10/1/2019	9/30/2020	\$55.33	5.00%	\$52.92 to \$58.43
	\$161.08	N/A	N/A	10/1/2020	9/30/2021	\$58.10	5.00%	\$55.57 to \$61.35
Project Engineer	\$125.42	N/A	N/A	10/1/2017	9/30/2018	\$45.24		\$42.00 to \$49.00
	\$131.69	N/A	N/A	10/1/2018	9/30/2019	\$47.50	5.00%	\$44.10 to \$51.45
	\$138.28	N/A	N/A	10/1/2019	9/30/2020	\$49.88	5.00%	\$46.31 to \$54.02
	\$145.19	N/A	N/A	10/1/2020	9/30/2021	\$52.37	5.00%	\$48.62 to \$56.72
Staff Engineer	\$107.12	N/A	N/A	10/1/2017	9/30/2018	\$38.64		\$36.00 to \$41.00
	\$112.48	N/A	N/A	10/1/2018	9/30/2019	\$40.57	5.00%	\$37.80 to \$43.05
	\$118.10	N/A	N/A	10/1/2019	9/30/2020	\$42.60	5.00%	\$39.69 to \$45.20
	\$124.01	N/A	N/A	10/1/2020	9/30/2021	\$44.73	5.00%	\$41.67 to \$47.46
Assistant Engineer	\$94.37	N/A	N/A	10/1/2017	9/30/2018	\$34.04		\$32.00 to \$36.00
	\$99.09	N/A	N/A	10/1/2018	9/30/2019	\$35.74	5.00%	\$33.60 to \$37.80
	\$104.04	N/A	N/A	10/1/2019	9/30/2020	\$37.53	5.00%	\$35.28 to \$39.69
	\$109.25	N/A	N/A	10/1/2020	9/30/2021	\$39.41	5.00%	\$37.04 to \$41.67
Junior Engineer	\$87.58	N/A	N/A	10/1/2017	9/30/2018	\$31.59		\$29.00 to \$35.00
	\$91.96	N/A	N/A	10/1/2018	9/30/2019	\$33.17	5.00%	\$30.45 to \$36.75
	\$96.55	N/A	N/A	10/1/2019	9/30/2020	\$34.83	5.00%	\$31.97 to \$38.59
	\$101.38	N/A	N/A	10/1/2020	9/30/2021	\$36.57	5.00%	\$33.57 to \$40.52
Sr. Computer Drafter	\$115.02	N/A	N/A	10/1/2017	9/30/2018	\$41.49		\$40.00 to \$50.00
	\$120.78	N/A	N/A	10/1/2018	9/30/2019	\$43.56	5.00%	\$42.00 to \$52.50
	\$126.81	N/A	N/A	10/1/2019	9/30/2020	\$45.74	5.00%	\$44.10 to \$55.13
	\$133.15	N/A	N/A	10/1/2020	9/30/2021	\$48.03	5.00%	\$46.31 to \$57.88
Secretarial Services	\$94.76	N/A	N/A	10/1/2017	9/30/2018	\$34.18		\$17.00 to \$55.00
	\$99.50	N/A	N/A	10/1/2018	9/30/2019	\$35.89	5.00%	\$17.85 to \$57.75
	\$104.47	N/A	N/A	10/1/2019	9/30/2020	\$37.68	5.00%	\$18.74 to \$60.64
	\$109.69	N/A	N/A	10/1/2020	9/30/2021	\$39.57	5.00%	\$19.68 to \$63.67
Construction Manager	\$189.54	N/A	N/A	10/1/2017	9/30/2018	\$68.37		\$51.00 to \$83.00
	\$199.02	N/A	N/A	10/1/2018	9/30/2019	\$71.79	5.00%	\$53.55 to \$87.15
	\$208.97	N/A	N/A	10/1/2019	9/30/2020	\$75.38	5.00%	\$56.23 to \$91.51
	\$219.42	N/A	N/A	10/1/2020	9/30/2021	\$79.15	5.00%	\$59.04 to \$96.08
Senior Structures Representative	\$180.62	\$213.19	\$245.77	10/1/2017	9/30/2018	\$65.15		\$57.00 to \$77.00
	\$189.65	\$223.85	\$258.06	10/1/2018	9/30/2019	\$68.41	5.00%	\$59.85 to \$80.85
	\$199.13	\$235.04	\$270.96	10/1/2019	9/30/2020	\$71.83	5.00%	\$62.84 to \$84.89

Local Assistance Procedures Manual

Exhibit 10-H

	\$209.09	\$246.80	\$284.51	10/1/2020	9/30/2021	\$75.42	5.00%	\$65.98 to \$89.14
Structures Representative	\$160.66	\$189.63	\$218.61	10/1/2017	9/30/2018	\$57.95		\$52.00 to \$67.00
	\$168.69	\$199.11	\$229.54	10/1/2018	9/30/2019	\$60.85	5.00%	\$54.60 to \$70.35
	\$177.12	\$209.07	\$241.01	10/1/2019	9/30/2020	\$63.89	5.00%	\$57.33 to \$73.87
	\$185.98	\$219.52	\$253.06	10/1/2020	9/30/2021	\$67.08	5.00%	\$60.20 to \$77.56
Resident Engineer	\$180.62	\$213.19	\$245.77	10/1/2017	9/30/2018	\$65.15		\$57.00 to \$77.00
	\$189.65	\$223.85	\$258.06	10/1/2018	9/30/2019	\$68.41	5.00%	\$59.85 to \$80.85
	\$199.13	\$235.04	\$270.96	10/1/2019	9/30/2020	\$71.83	5.00%	\$62.84 to \$84.89
	\$209.09	\$246.80	\$284.51	10/1/2020	9/30/2021	\$75.42	5.00%	\$65.98 to \$89.14
Assistant Structures Representative	\$140.95	\$166.37	\$191.79	10/1/2017	9/30/2018	\$50.84		\$48.00 to \$64.00
	\$147.99	\$174.68	\$201.37	10/1/2018	9/30/2019	\$53.38	5.00%	\$50.40 to \$67.20
	\$155.39	\$183.42	\$211.44	10/1/2019	9/30/2020	\$56.05	5.00%	\$52.92 to \$70.56
	\$163.16	\$192.59	\$222.02	10/1/2020	9/30/2021	\$58.85	5.00%	\$55.57 to \$74.09
Assistant Resident Engineer	\$140.95	\$166.37	\$191.79	10/1/2017	9/30/2018	\$50.84		\$48.00 to \$64.00
	\$147.99	\$174.68	\$201.37	10/1/2018	9/30/2019	\$53.38	5.00%	\$50.40 to \$67.20
	\$155.39	\$183.42	\$211.44	10/1/2019	9/30/2020	\$56.05	5.00%	\$52.92 to \$70.56
	\$163.16	\$192.59	\$222.02	10/1/2020	9/30/2021	\$58.85	5.00%	\$55.57 to \$74.09
Senior Bridge Inspector **	\$168.34	\$198.70	\$229.06	10/1/2017	9/30/2018	\$60.72		\$60.00 to \$72.00
	\$176.75	\$208.63	\$240.51	10/1/2018	9/30/2019	\$63.76	5.00%	\$63.00 to \$75.60
	\$185.59	\$219.06	\$252.53	10/1/2019	9/30/2020	\$66.94	5.00%	\$66.15 to \$79.38
	\$194.87	\$230.02	\$265.16	10/1/2020	9/30/2021	\$70.29	5.00%	\$69.46 to \$83.35
Inspector Level V **	\$159.30	\$188.03	\$216.76	10/1/2017	9/30/2018	\$57.46		\$50.00 to \$77.00
	\$167.26	\$197.43	\$227.60	10/1/2018	9/30/2019	\$60.33	5.00%	\$52.50 to \$80.85
	\$175.63	\$207.30	\$238.98	10/1/2019	9/30/2020	\$63.35	5.00%	\$55.13 to \$84.89
	\$184.41	\$217.67	\$250.92	10/1/2020	9/30/2021	\$66.52	5.00%	\$57.88 to \$89.14
Inspector Level IV **	\$138.62	\$163.62	\$188.62	10/1/2017	9/30/2018	\$50.00		\$40.00 to \$66.00
	\$145.55	\$171.80	\$198.05	10/1/2018	9/30/2019	\$52.50	5.00%	\$42.00 to \$69.30
	\$152.82	\$180.39	\$207.95	10/1/2019	9/30/2020	\$55.13	5.00%	\$44.10 to \$72.77
	\$160.47	\$189.41	\$218.35	10/1/2020	9/30/2021	\$57.88	5.00%	\$46.31 to \$76.40
Inspector Level III **	\$132.60	\$156.52	\$180.43	10/1/2017	9/30/2018	\$47.83		\$35.00 to \$61.00
	\$139.23	\$164.34	\$189.45	10/1/2018	9/30/2019	\$50.22	5.00%	\$36.75 to \$64.05
	\$146.19	\$172.56	\$198.92	10/1/2019	9/30/2020	\$52.73	5.00%	\$38.59 to \$67.25
	\$153.50	\$181.19	\$208.87	10/1/2020	9/30/2021	\$55.37	5.00%	\$40.52 to \$70.62
Inspector Level II **	\$126.97	\$149.87	\$172.77	10/1/2017	9/30/2018	\$45.80		\$35.00 to \$61.00
	\$133.32	\$157.37	\$181.41	10/1/2018	9/30/2019	\$48.09	5.00%	\$36.75 to \$64.05
	\$139.99	\$165.23	\$190.48	10/1/2019	9/30/2020	\$50.49	5.00%	\$38.59 to \$67.25
	\$146.99	\$173.50	\$200.01	10/1/2020	9/30/2021	\$53.02	5.00%	\$40.52 to \$70.62
Inspector Level I **	\$107.15	\$126.48	\$145.80	10/1/2017	9/30/2018	\$38.65		\$30.00 to \$55.00
	\$112.51	\$132.80	\$153.09	10/1/2018	9/30/2019	\$40.58	5.00%	\$31.50 to \$57.75
	\$118.13	\$139.44	\$160.75	10/1/2019	9/30/2020	\$42.61	5.00%	\$33.08 to \$60.64
	\$124.04	\$146.41	\$168.78	10/1/2020	9/30/2021	\$44.74	5.00%	\$34.73 to \$63.67

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.

Local Assistance Procedures Manual

Exhibit 10-H

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-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Biggs Cardosa Assoc Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 10/4/2018

SCHEDULE OF OTHER DIRECT COST ITEMS					
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	
Travel					
A. Airfare	5	EA	Actual	\$2,500	
B. Rental Vehicle	5	EA	Actual	\$1,000	
C. Per Diem	20	EA	IRS Rate	\$1,295	
D. Lodging	20	EA	IRS Rate	\$2,020	
Prints & Reproductions					
A. Outside Reproduction	0	EA	Actual	\$0	
B. In-House CADD Prints	649	SQ FT	\$0.32	\$208	
C. In-House CADD Plots	3000	SQ FT	\$1.60	\$4,800	
Project Specific Delivery Services					
A. Delivery Services		EA	Actual	\$0	
B. Express Mail/USPS		EA	Actual	\$0	
C. Truck Rental		EA	Actual	\$0	
				\$11,823	

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.

Local Assistance Procedures Manual

Exhibit 10-H

8. 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Mahvash Harms Title *: Principal

Signature : M Harms Date of Certification (mm/dd/yyyy): 10/4/2018

Email: Mharms@biggsardosa.com Phone Number: 510-250-8118

Address: 1111 Broadway, Suite 1510, Oakland CA 94607

* 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:

structural engineering and federal-aid support
--

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardosa	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Subconsultant Name **Crawford & Associates, Inc.** X Subconsultant Date 7/1/2018

Project No. DPW2018-005 (County of Humboldt) Participation Amount \$ 200,000.00

42.0% Fringe Benefit % + **135.00%** Overhead % + **20%** General Administration % = **197.00%** Combined Indirect Cost Rate (ICR) %

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)		From	To			
Richard Sowers Principal	\$ 212.36	\$ 318.54	\$ 424.72	7/1/18	6/30/19	\$ 65.00		Not Applicable
	\$ 218.73	\$ 328.09	\$ 437.45	7/1/19	6/30/20	\$ 66.95	3.00%	
	\$ 225.29	\$ 337.93	\$ 450.57	7/1/20	6/30/21	\$ 68.96	3.00%	
Benjamin Crawford Principal	\$ 206.15	\$ 309.22	\$ 412.30	7/1/18	6/30/19	\$ 63.10		Not Applicable
	\$ 212.33	\$ 318.50	\$ 424.66	7/1/19	6/30/20	\$ 64.99	3.00%	
	\$ 218.70	\$ 328.05	\$ 437.40	7/1/20	6/30/21	\$ 66.94	3.00%	
Eric Nichols Senior Project Manager	\$ 173.28	\$ 259.92	\$ 346.56	7/1/18	6/30/19	\$ 53.04		Not Applicable
	\$ 178.48	\$ 267.72	\$ 356.96	7/1/19	6/30/20	\$ 54.63	3.00%	
	\$ 183.83	\$ 275.75	\$ 367.67	7/1/20	6/30/21	\$ 56.27	3.00%	
Steve Carter Senior Project Manager - Env	\$ 147.83	\$ 221.75	\$ 295.66	7/1/18	6/30/19	\$ 45.25		Not Applicable
	\$ 152.27	\$ 228.40	\$ 304.53	7/1/19	6/30/20	\$ 46.61	3.00%	
	\$ 156.83	\$ 235.25	\$ 313.67	7/1/20	6/30/21	\$ 48.01	3.00%	
Senior Engineer/Geologist TBD	\$ 143.00	\$ 214.49	\$ 285.99	7/1/18	6/30/19	\$ 43.77		\$40.00-\$45.67
	\$ 147.29	\$ 220.93	\$ 294.57	7/1/19	6/30/20	\$ 45.08	3.00%	
	\$ 151.71	\$ 227.56	\$ 303.41	7/1/20	6/30/21	\$ 46.44	3.00%	
Project Engineer II/Geologist TBD	\$ 137.21	\$ 205.82	\$ 274.43	7/1/18	6/30/19	\$ 42.00		\$30.00-\$60.00
	\$ 141.33	\$ 212.00	\$ 282.66	7/1/19	6/30/20	\$ 43.26	3.00%	
	\$ 145.57	\$ 218.36	\$ 291.14	7/1/20	6/30/21	\$ 44.56	3.00%	
Project Engineer/Geologist TBD	\$ 106.80	\$ 160.20	\$ 213.60	7/1/18	6/30/19	\$ 32.69		\$31.73-\$33.65
	\$ 110.00	\$ 165.00	\$ 220.00	7/1/19	6/30/20	\$ 33.67	3.00%	
	\$ 113.30	\$ 169.95	\$ 226.60	7/1/20	6/30/21	\$ 34.68	3.00%	
Staff Engineer TBD	\$ 84.94	\$ 127.41	\$ 169.88	7/1/18	6/30/19	\$ 26.00		\$23.00-\$29.81
	\$ 87.49	\$ 131.24	\$ 174.98	7/1/19	6/30/20	\$ 26.78	3.00%	
	\$ 90.11	\$ 135.17	\$ 180.23	7/1/20	6/30/21	\$ 27.58	3.00%	
Drafting TBD	\$ 76.77	\$ 115.16	\$ 153.55	7/1/18	6/30/19	\$ 23.50		\$23.00-\$29.81
	\$ 79.08	\$ 118.62	\$ 158.16	7/1/19	6/30/20	\$ 24.21	3.00%	
	\$ 81.45	\$ 122.18	\$ 162.90	7/1/20	6/30/21	\$ 24.93	3.00%	
Administrative Assistant TBD	\$ 75.86	\$ 113.79	\$ 151.72	7/1/18	6/30/19	\$ 23.22		\$17.00-\$36.05
	\$ 78.14	\$ 117.20	\$ 156.27	7/1/19	6/30/20	\$ 23.92	3.00%	
	\$ 80.48	\$ 120.72	\$ 160.96	7/1/20	6/30/21	\$ 24.63	3.00%	

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-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Subconsultant Name **Crawford & Associates, Inc.**

Subconsultant

Date 7/1/2018

Project No. DPW2018-005 (County of Humboldt)

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Mileage	1000	Miles	\$ 0.545	\$545
Per Diem (Humboldt County)	20	Days	\$ 125.00	\$2,500
Drilling, Backhoe, Coring	3	EA	\$ 20,000.00	\$60,000
Traffic Controls	8	Days	\$ 1,000.00	\$8,000
Laboratory Testing	1	LS	\$ 4,000.00	\$4,000
Permit Fees	4	EA	\$ 435.00	\$1,740
			Estimated Cost Total	\$76,785
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

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

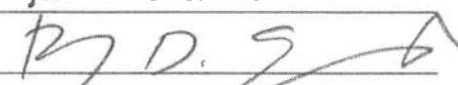
Certification of Direct Costs:

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: Benjamin Crawford Title *: President
 Signature :  Date of Certification (mm/dd/yyyy): 9/07/2018
 Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225
 Address: 1100 Corporate Way, Suite 230, Sacramento, CA 95831

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

List services the consultant is providing under the proposed contract:

<p>Geotechnical Services</p>

Crawford & Associates, Inc.

2018 Fee and Lab Schedule

Services & Lab Schedule	Detail	Cost
Services & Costs		
Per Diem (Humboldt County Rates)	Day	\$ 129.00
Traffic Control-Major (DBE and/or PW)	Day	\$ 2,250.00
Traffic Control-Minor (DBE and/or PW)	Day	\$ 1,000.00
Traffic Control-Major (Non DBE or PW)	Day	\$ 1,700.00
Traffic Control-Minor (Non DBE or PW)	Day	\$ 700.00
Nuclear Density Tests	Test	\$ 6.00
Hand Auger	Day	\$ 150.00
Steel Liners	Liner	\$ 8.00
Core Machine with Generator	Day	\$ 2,000.00
Coring Bit Charge	Inch	\$ 2.00
Backfill	Bag	\$ 8.00
12-Channel Seismic Refraction	Day	\$ 1,200.00
Classification & Index		
Moisture Content	ASTM D2216	\$ 40.00
Moisture & Density	ASTM D2216 & D2937	\$ 60.00
Sieve Analysis to #200	ASTM D6913	\$ 150.00
#200 Wash	ASTM D1140	\$ 110.00
Hydrometer Analysis	ASTM D422	\$ 175.00
Plasticity Index	ASTM D4318	\$ 250.00
Strength		
Direct Shear (CD – 3 pt) Peak Only	ASTM D3080	\$ 500.00
Unconfined Compression - Soil	ASTM D2166	\$ 165.00
Unconfined Compression - Rock	ASTM D2166	\$ 225.00
Point Load	ASTM D5731-16	\$ 65.00
Compaction Curves and Stability		
4-inch Mold	ASTM D698/D1557	\$ 265.00
6-inch Mold	ASTM D698/D1557	\$ 295.00
R-Value	CTM301	\$ 350.00
Consolidation and Expansion		
One Dimension Consolidation No Time-Rate	ASTM D2435	\$ 300.00
One Dimension Consolidation Time-Rate	ASTM D2435	\$ 420.00
Expansion Index	ASTM D4829	\$ 210.00
Chemical and Corrosion		
pH & Resistivity	CTM643	\$ 100.00
Sulfate Content	CTM417	\$ 50.00
Chloride Content	CTM422	\$ 50.00

Extras

Rush testing: add 50%. This guarantees your sample(s) will get top priority.

Additional testing costs available upon request

Rates are applicable through December 31, 2018.

An escalation factor of 3%/year will apply for work completed after 2018.

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant Chirardelli Associates Prime Consultant Subconsultant Date 8/21/2018
 Project No. DPW/2018-005 Contract No. _____ Participation Amount \$ 300,000

53.8% Fringe Benefit % + 57.13% Overhead % + 0% General Administration % = 110.97% Combined Indirect Cost Rate (ICR) %

FEE % = 12%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)	From	To			
Chuck Dory - Project Manager Resident Engineer	\$227.17	\$340.75	6/1/2018	6/30/2018	\$96.14		Not Applicable
	\$238.52	\$477.05	7/1/2018	6/30/2019	\$100.95	5.00%	
	\$250.45	\$500.90	7/1/2019	6/29/2020	\$105.99	5.00%	
Gene Leo - Construction Inspector	\$155.36	\$233.04	6/1/2018	6/30/2018	\$65.75		\$60.04 - \$84.46
	\$163.13	\$244.69	7/1/2018	6/30/2019	\$69.04	5.00%	
	\$171.28	\$256.92	7/1/2019	6/29/2020	\$72.49	5.00%	
Bill Patterson - Construction Inspector	\$156.14	\$234.21	6/1/2018	6/30/2018	\$66.08		\$60.04 - \$84.46
	\$163.94	\$245.92	7/1/2018	6/30/2019	\$69.38	5.00%	
	\$172.14	\$258.21	7/1/2019	6/29/2020	\$72.85	5.00%	
Jeffrey Smith - Construction Inspector	\$154.60	\$231.90	6/1/2018	6/30/2018	\$65.43		\$60.04 - \$84.46
	\$162.33	\$243.50	7/1/2018	6/30/2019	\$68.70	5.00%	
	\$170.45	\$255.67	7/1/2019	6/29/2020	\$72.14	5.00%	
Michael Strahan - Construction Inspector	\$141.80	\$212.69	6/1/2018	6/30/2018	\$60.01		\$60.04 - \$84.46
	\$148.89	\$223.33	7/1/2018	6/30/2019	\$63.01	5.00%	
	\$156.33	\$234.49	7/1/2019	6/29/2020	\$66.16	5.00%	
George Thorpe - Construction Inspector	\$177.66	\$266.50	6/1/2018	6/30/2018	\$75.19		\$60.04 - \$84.46
	\$186.55	\$279.82	7/1/2018	6/30/2019	\$78.95	5.00%	
	\$195.87	\$293.81	7/1/2019	6/29/2020	\$82.90	5.00%	

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- 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.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Ghirardelli Associates Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 8/21/2018

SCHEDULE OF OTHER DIRECT COST ITEMS					
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	
Mileage Costs	1834	MILES	0.545	\$1000	
Per Diem	250	DAYS	120	\$30000	
Permit Fees		N/A		\$0	
Plan Sheets		N/A		\$0	
Test		N/A		\$0	
Vehicle		N/A		\$0	
Subconsultant 1:				\$0	
Subconsultant 2:				\$0	
Subconsultant 3:				\$0	
Subconsultant 4:					
Subconsultant 5:					

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: Alain Charles Title *: Corporate Controller

Signature : Alain Charles Digitally signed by Alain Charles
Date: 2018.09.06 11:03:15 -0700 Date of Certification (mm/dd/yyyy): 09/05/2018

Email: acharles@ghirardelliassoc.com Phone Number: 408.435.5503 x2

Address: 2055 Gateway Place, Suite 470, San Jose, CA 95110

* 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:

Construction management/inspection

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

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. DPW-2018-005 Contract No. _____ Participation Amount \$ 100,000 Date 10/22/2018

For Combined Rate	Fringe Benefit % + General & Administrative %	=200.20	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, Michael Pulley	\$173.36	\$260.05	\$346.73	01/01/2018	12/31/2018	\$55.00	2
	\$176.83	\$265.25	\$353.67	01/01/2019	12/31/2019	\$56.10	
	\$180.37	\$270.55	\$360.74	01/01/2020	12/31/2020	\$57.22	
Licensed Surveyor - Staff Jesse Buffington	\$126.08	\$189.13	\$252.17	01/01/2018	12/31/2018	\$40.00	2
	\$128.61	\$192.91	\$257.21	01/01/2018	12/31/2019	\$40.80	
	\$131.18	\$196.77	\$262.36	01/01/2019	12/31/2020	\$41.62	
Survey Technician II William Pool, Ryan Baxter	\$104.02	\$156.03	\$208.04	01/01/2018	12/31/2018	\$33.00	2
	\$106.10	\$159.15	\$212.20	01/01/2019	12/31/2019	\$33.66	
	\$108.22	\$162.33	\$216.44	01/01/2020	12/31/2020	\$34.33	
Survey Technician I Austin McClesney	\$66.19	\$99.29	\$132.39	01/01/2018	12/31/2018	\$21.00	2
	\$67.52	\$101.28	\$135.04	01/01/2019	12/31/2019	\$21.85	
	\$68.87	\$103.30	\$137.74	01/01/2020	12/31/2020	\$21.42	
Survey Crew (2 man) Prevailing Wage	\$240.00	\$280.00	\$300.00	01/01/2018	12/31/2018		2
	\$244.80	\$285.60	\$306.00	01/01/2019	12/31/2019		
	\$249.70	\$291.31	\$312.12	01/01/2020	12/31/2020		
Survey Crew (3 man) Prevailing Wage	\$300.00	\$350.00	\$400.00	01/01/2018	12/31/2018		2
	\$306.00	\$357.00	\$408.00	01/01/2019	12/31/2019		
	\$312.12	\$364.14	\$416.16	01/01/2020	12/31/2020		

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. DPW-2018-005 Contract No. _____ Date 9/10/2018

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	Mile	\$0.535	\$535.00
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:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. 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.
8. 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

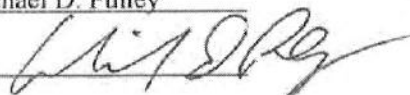
Certification of Direct Costs:

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) 10/22/2018
 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

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardosa	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant SHN Prime Consultant Subconsultant Date 8/24/2018
 Project No. DPW2018-005 Contract No. Participation Amount \$ 400,000.00

72.5% Fringe Benefit % + 64.36% Overhead % + 33% General Administration % = 170.17% Combined Indirect Cost Rate (ICR) %

FEE % = 14%

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)	From	To			
Greg Hufford* - Project Manager Assoc. Engineer II	\$133.67	\$200.50	6/1/2018	12/31/2018	\$43.40		Not Applicable
Non-Exempt	\$137.68	\$206.52	1/1/2019	12/31/2019	\$44.70	3.00%	
	\$141.81	\$212.71	1/1/2020	12/31/2020	\$46.04	3.00%	
	\$146.06	\$219.10	1/1/2021	12/31/2021	\$47.42	3.00%	
Jared O'Bar* - Assoc. Engineer II Roadway Design	\$132.59	\$198.89	6/1/2018	12/31/2018	\$43.05		Not Applicable
Exempt	\$136.57	\$204.85	1/1/2019	12/31/2019	\$44.34	3.00%	
	\$140.67	\$211.00	1/1/2020	12/31/2020	\$45.67	3.00%	
	\$144.89	\$217.33	1/1/2021	12/31/2021	\$47.04	3.00%	
Cody Long* - Staff Engineer III Engineer/Inspector	\$103.70	\$155.55	6/1/2018	12/31/2018	\$33.67		Not Applicable
Non-Exempt	\$106.81	\$160.22	1/1/2019	12/31/2019	\$34.68	3.00%	
	\$110.02	\$165.03	1/1/2020	12/31/2020	\$35.72	3.00%	
	\$113.32	\$169.98	1/1/2021	12/31/2021	\$36.79	3.00%	
Bob Brown* - Principal Planner NEPA/CEQA	\$148.08	\$222.13	6/1/2018	12/31/2018	\$48.08		Not Applicable
Exempt	\$152.53	\$228.79	1/1/2019	12/31/2019	\$49.52	3.00%	
	\$157.10	\$235.65	1/1/2020	12/31/2020	\$51.01	3.00%	
	\$161.81	\$242.72	1/1/2021	12/31/2021	\$52.54	3.00%	
Stein Coriell* - Assoc. Planner I NEPA/CEQA	\$111.34	\$167.01	6/1/2018	12/31/2018	\$36.15		Not Applicable
Non-Exempt	\$114.68	\$172.02	1/1/2019	12/31/2019	\$37.23	3.00%	
	\$118.12	\$177.18	1/1/2020	12/31/2020	\$38.35	3.00%	
	\$121.66	\$182.50	1/1/2021	12/31/2021	\$39.50	3.00%	
William McGoldrick* - Construction Engineer/Inspector Staff Engr III	\$130.93	\$196.39	6/1/2018	12/31/2018	\$42.51		Not Applicable
Non-Exempt	\$134.86	\$202.28	1/1/2019	12/31/2019	\$43.79	3.00%	
	\$138.90	\$208.55	1/1/2020	12/31/2020	\$45.10	3.00%	
	\$143.07	\$214.60	1/1/2021	12/31/2021	\$46.45	3.00%	
Jordan Ludke* - Construction Engineer/Inspector Staff Engr II	\$83.16	\$124.74	6/1/2018	12/31/2018	\$27.00		Not Applicable
Non-Exempt	\$85.65	\$128.48	1/1/2019	12/31/2019	\$27.81	3.00%	
	\$88.22	\$132.33	1/1/2020	12/31/2020	\$28.64	3.00%	
	\$90.87	\$136.30	1/1/2021	12/31/2021	\$29.50	3.00%	
Giovanni Vadurro* - Assoc. Engr. Geologist II	\$138.66	\$207.99	6/1/2018	12/31/2018	\$45.02		Not Applicable
Non-Exempt	\$142.82	\$214.23	1/1/2019	12/31/2019	\$46.37	3.00%	
	\$147.10	\$220.65	1/1/2020	12/31/2020	\$47.76	3.00%	
	\$151.52	\$227.27	1/1/2021	12/31/2021	\$49.19	3.00%	

Local Assistance Procedures Manual

John Daily* - Assoc. Geotech Engineer III	\$156.32	\$234.78	\$313.04	6/1/2018	12/31/2018	\$50.82	3.00%	Not Applicable
	\$161.22	\$241.83	\$322.44	1/1/2019	12/31/2019	\$52.34	3.00%	
	\$166.05	\$249.08	\$332.11	1/1/2020	12/31/2020	\$53.91	3.00%	
	\$171.04	\$256.55	\$342.07	1/1/2021	12/31/2021	\$55.53	3.00%	
Non-Exempt								Not Applicable
Matt Herman** Assoc. Survey III	\$143.16	\$214.73	\$286.31	6/1/2018	12/31/2018	\$46.48	3.00%	
	\$147.45	\$221.18	\$294.90	1/1/2019	12/31/2019	\$47.87	3.00%	
	\$151.87	\$227.81	\$303.75	1/1/2020	12/31/2020	\$49.31	3.00%	
	\$156.43	\$234.64	\$312.86	1/1/2021	12/31/2021	\$50.79	3.00%	
Exempt								Not Applicable
Eric Ward** -Survey Technician Tech II	\$83.90	\$125.85	\$167.80	6/1/2018	12/31/2018	\$27.24	3.00%	
	\$86.41	\$129.62	\$172.83	1/1/2019	12/31/2019	\$28.06	3.00%	
	\$89.01	\$133.51	\$178.01	1/1/2020	12/31/2020	\$28.90	3.00%	
	\$91.68	\$137.52	\$183.35	1/1/2021	12/31/2021	\$29.77	3.00%	
Non-Exempt								48.00 to 67.00
Principal	\$177.10	\$265.64	\$354.19	6/1/2018	12/31/2018	\$57.50	3.00%	
	\$182.41	\$273.61	\$364.82	1/1/2019	12/31/2019	\$59.23	3.00%	
Engineer/Scientist/Planner/Consultant	\$187.88	\$281.82	\$375.76	1/1/2020	12/31/2020	\$61.00	3.00%	
	\$193.52	\$290.28	\$387.04	1/1/2021	12/31/2021	\$62.83	3.00%	
Exempt								45.00 to 55.00
Associate III	\$154.00	\$231.00	\$307.99	6/1/2018	12/31/2018	\$50.00	3.00%	
	\$158.62	\$237.93	\$317.23	1/1/2019	12/31/2019	\$51.50	3.00%	
	\$163.38	\$245.06	\$326.75	1/1/2020	12/31/2020	\$53.05	3.00%	
	\$168.28	\$252.41	\$336.55	1/1/2021	12/31/2021	\$54.64	3.00%	
Exempt								40.00 to 50.00
Associate II	\$138.60	\$207.90	277.19442	6/1/2018	12/31/2018	\$45.00	3.00%	
	\$142.76	\$214.13	\$285.51	1/1/2019	12/31/2019	\$46.35	3.00%	
	\$147.04	\$220.56	\$294.08	1/1/2020	12/31/2020	\$47.74	3.00%	
	\$151.45	\$227.17	\$302.90	1/1/2021	12/31/2021	\$49.17	3.00%	
Non-Exempt								35.00 to 45.00
Associate I	\$123.20	\$184.80	\$246.40	6/1/2018	12/31/2018	\$40.00	3.00%	
	\$126.89	\$190.34	\$253.79	1/1/2019	12/31/2019	\$41.20	3.00%	
	\$130.70	\$196.05	\$261.40	1/1/2020	12/31/2020	\$42.44	3.00%	
	\$134.62	\$201.93	\$269.24	1/1/2021	12/31/2021	\$43.71	3.00%	
Non-Exempt								32.00 to 44.00
Staff III	\$117.04	\$175.56	\$234.08	6/1/2018	12/31/2018	\$38.00	3.00%	
	\$120.55	\$180.82	\$241.10	1/1/2019	12/31/2019	\$39.14	3.00%	
	\$124.17	\$186.25	\$248.33	1/1/2020	12/31/2020	\$40.31	3.00%	
	\$127.89	\$191.84	\$255.78	1/1/2021	12/31/2021	\$41.52	3.00%	
Non-Exempt								25.00 to 35.00
Staff II	\$92.40	\$138.60	\$184.80	6/1/2018	12/31/2018	\$30.00	3.00%	
	\$95.17	\$142.76	\$190.34	1/1/2019	12/31/2019	\$30.90	3.00%	
	\$98.03	\$147.04	\$196.05	1/1/2020	12/31/2020	\$31.83	3.00%	
	\$100.97	\$151.45	\$201.93	1/1/2021	12/31/2021	\$32.78	3.00%	
Non-Exempt								20.00 to 30.00
Staff I	\$77.00	\$115.50	\$154.00	6/1/2018	12/31/2018	\$25.00	3.00%	
	\$79.31	\$118.96	\$158.62	1/1/2019	12/31/2019	\$25.75	3.00%	
	\$81.69	\$122.53	\$163.38	1/1/2020	12/31/2020	\$26.52	3.00%	
	\$84.14	\$126.21	\$168.28	1/1/2021	12/31/2021	\$27.32	3.00%	
Non-Exempt								30.00 to 35.00
Technician III	\$100.10	\$150.15	\$200.20	6/1/2018	12/31/2018	\$32.50	3.00%	
	\$103.10	\$154.65	\$206.20	1/1/2019	12/31/2019	\$33.48	3.00%	
	\$106.19	\$159.29	\$212.39	1/1/2020	12/31/2020	\$34.48	3.00%	
	\$109.38	\$164.07	\$218.76	1/1/2021	12/31/2021	\$35.51	3.00%	
Non-Exempt								25.00 to 30.00
Technician II	\$84.70	\$127.05	\$169.40	6/1/2018	12/31/2018	\$27.50	3.00%	
	\$87.24	\$130.86	\$174.48	1/1/2019	12/31/2019	\$28.33	3.00%	
	\$89.86	\$134.78	\$179.71	1/1/2020	12/31/2020	\$29.17	3.00%	
	\$92.55	\$138.83	\$185.10	1/1/2021	12/31/2021	\$30.05	3.00%	
Non-Exempt								

Technician I	\$69.30	\$103.95	\$138.60	6/1/2018	12/31/2018	\$22.50	3.00%	20.00 to 25.00				
Engineer/Scientist/	\$71.38	\$107.07	\$142.76	1/1/2019	12/31/2019	\$23.18	3.00%					
Non-Exempt Planner/Consultant	\$73.52	\$110.28	\$147.04	1/1/2020	12/31/2020	\$23.87	3.00%					
Clerical/Tech Editor	\$75.72	\$113.59	\$151.45	1/1/2021	12/31/2021	\$24.59	3.00%					
Non-Exempt	\$77.00	\$115.50	\$154.00	6/1/2018	12/31/2018	\$25.00	3.00%	20.00 to 30.00				
Admin Assitant	\$79.31	\$118.96	\$158.62	1/1/2019	12/31/2019	\$25.75	3.00%					
Non-Exempt	\$81.69	\$122.53	\$163.38	1/1/2020	12/31/2020	\$26.52	3.00%					
	\$84.14	\$126.21	\$168.28	1/1/2021	12/31/2021	\$27.32	3.00%					
Technician I	\$69.30	\$103.95	\$138.60	6/1/2018	12/31/2018	\$22.50	3.00%	20.00 to 25.00				
Engineer/Scientist/	\$71.38	\$107.07	\$142.76	1/1/2019	12/31/2019	\$23.18	3.00%					
Non-Exempt Planner/Consultant	\$73.52	\$110.28	\$147.04	1/1/2020	12/31/2020	\$23.87	3.00%					
Clerical/Tech Editor	\$75.72	\$113.59	\$151.45	1/1/2021	12/31/2021	\$24.59	3.00%					

EXHIBIT 10-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant SHN Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 9/18/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Special Tooling				
A. Drilling	2	\$10,000/site	at cost	\$ 20,000.00
B. Laboratory testing	2	\$2,500/site	at cost	\$ 5,000.00
Travel				
A. Mileage (personal, company)				
B. Vehicle	50 trips/40 mi	mile	at IRS rate (\$0.545)	\$ 1,090.00
C. Tolls		per toll	at cost	
D. Parking			at cost	
E. Rental Vehicle and Gas			at cost	
F. Lodging			at cost	
G. Meals			at cost	
H. Related Incidentals			at cost	\$ -
E. Rental Vehicle and Gas				
Survey				
F. GPS Station	10	day*	\$ 300.00	\$ 3,000.00
G. Level		day*	\$ 25.00	\$ -
H. Resource GPS		day*	\$ 150.00	\$ -
I. Robotic Total Station	10	day	\$ 200.00	\$ 2,000.00
J. Total Station		hour	\$ 7.50	\$ -
K. Total Station w/Data Collector	0	day	\$ 100.00	\$ -
L. Toughbook		day*	\$ 150.00	\$ -
M. Trimble GeoXT GPS Unit		day*	\$ 150.00	\$ -
Laboratory Tests				
N. Asphalt Briquette Compaction		each ⁽¹⁾	\$50.00	\$ -
O. Asphalt Bulk Specific Gravity		each	\$30.00	\$ -
P. Asphalt Content by Nuclear Method		test	\$75.00	\$ -
Q. Asphalt Content Gauge Calibration		each	\$200.00	\$ -
R. Asphalt Extraction (% Bitumen)			On Request	
S. Asphalt (Hveem) Mix Design			On Request	
T. Brass Tube (Liner)		each	\$5.00	\$ -
U. Cleanness Value (CT 227)		each	\$75.00	\$ -
Compaction Curves (ASTM D 1557 or Caltrans CT216):				
V. 4-inch Mold		each	\$200.00	\$ -
W. 6-inch Mold		each	\$200.00	\$ -
X. Check Point		each	\$75.00	\$ -
Y. Concrete Compressive Strength (CT 521 or ASTM C39)		each ⁽²⁾	\$25.00	\$ -
Z. Concrete Linear Shrinkage (3 Bars)		3 bars	\$200.00	\$ -
AA. Concrete Moisture		test (floor test)	\$25.00	\$ -
BB. Consolidation Test		each	\$300.00	\$ -
Direct Shear, per point: (ASTM D3080)				
CC. Consolidated-Drained (CD)		point	\$145.00	\$ -
DD. Unconsolidated-Undrained (UU) (Modified ASTM)		point	\$115.00	\$ -
EE. Consolidated-Undrained (CU) (Modified ASTM)		point	\$130.00	\$ -

FF. Additional cycles (each)		each	\$65.00	\$ -
GG. Disposable Concrete Molds		each	\$2.00	\$ -
HH. Durability Index		each	\$75.00	\$ -
II. Expansion Index		test	\$175.00	\$ -
JJ. Fireproofing Density		each	\$50.00	\$ -
KK. Grout Compressive Strength		each	\$40.00	\$ -
LL. LA Rattler (abrasion resistance)		test	\$200.00	\$ -
MM. Liquid Limit		each	\$100.00	\$ -
NN. Masonry Block Compressive Strength		each	\$65.00	\$ -
OO. Masonry Block Linear Shrinkage		each	\$85.00	\$ -
PP. Masonry Block Prism Compressive Strength		each	\$125.00	\$ -
QQ. Masonry Core Shear Test		core	\$50.00	\$ -
RR. Moisture Content		each	\$20.00	\$ -
SS. Moisture-Density Test		each	\$30.00	\$ -
TT. Particle Size Analysis (ASTM 422)		each	\$115.00	\$ -
UU. Percent Crushed Particles		each	\$125.00	\$ -
VV. Percent Entrained Air In Concrete		each	\$10.00	\$ -
WW. Percent Organics		each	\$50.00	\$ -
XX. Plastic Limit		each	\$50.00	\$ -
YY. Plasticity Index		each	\$150.00	\$ -
ZZ. R-Value		each	\$300.00	\$ -
AAA. Rice Specific Gravity of Asphalt (ASTM D2041)		each	\$75.00	\$ -
BBB. Sand Equivalent		each	\$50.00	\$ -
CCC. Sawing Rocks and Concrete Cores		unit	\$30.00	\$ -
DDD. Sieve Analysis--Coarse		each	\$50.00	\$ -
EEE. Sieve Analysis--Fine		each	\$60.00	\$ -
FFF. Sieve Analysis--Passing 200		each	\$45.00	\$ -
GGG. Specific Gravity, Rock		each	\$45.00	\$ -
HHH. Stabilometer of Premixed AC		each	\$75.00	\$ -
III. Sulfate Soundness		cycle	\$80.00	\$ -
JJJ. Swell Test		point	\$55.00	\$ -
Triaxial Compression				
KKK. Unconsolidated Undrained (TXUU) (ASTM D2850)		point	\$115.00	\$ -
LLL. Consolidated Undrained (TXCU) (ASTM D4767)		point	\$385.00	\$ -
MMM. Consolidated Drained (TXCD) (ACOE)		point	\$500.00	\$ -
NNN. Consolidated Undrained (TXCU-3 stage) (ASTM D4767)		test	\$810.00	\$ -
OOO. Consolidated Drained (TXCD-3 stage) (ACOE)		test	\$860.00	\$ -
PPP. USDA Bulk Density Test		each	\$30.00	\$ -
QQQ. USDA Textural Suitability Test		each	\$60.00	\$ -
RRR. Unconfined Compression		each	\$65.00	\$ -
SSS. Unit Weight of Lightweight Concrete		unit	\$50.00	\$ -
TTT. Nuclear Density Testing (2-hr min)	50	hr	\$25.00	\$ 1,250.00
UUU. Compaction Curve	10	test	\$200.00	\$ 2,000.00
Direct Charges:				
VVV. Cadd plots (black & white)	150	each	\$4.00	\$ 600.00
WWW. CADD plots (color)		each	\$20.00	\$ -
XXX. Copies	2000	each	\$0.15	\$ 300.00
YYY. Stakes, hubs, lath, etc.		Cost	Cost	
ZZZ. Vehicles		day	\$50.00	\$ -
TOTAL				\$ 35,240.00

- 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.

3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
 7. 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.
 8. 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.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 10. Add additional pages if necessary.
 11. Subconsultants must provide their own cost proposals.
 12. All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.
 13. This fee schedule is subject to review and adjustment, as required.
 14. Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.
- * 1/2 Day Minimum Charge.
- (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.
- (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

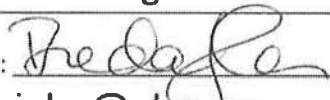
Certification of Direct Costs:

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: Brenda Sigler Title *: CFO
 Signature :  Date of Certification (mm/dd/yyyy): 9/18/18
 Email: bsigler@shn-engr.com Phone Number: 707-441-8855
 Address: 812 W. wabash Eureka CA, 95501

* 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:

engineering/design, environmental, construction management/inspections, geotechnical and surveying.

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FEE RATE, SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANT: _____ BNA: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

PROJECT NO./OFFER/ADD: _____ CONTRACT TYPE: _____ (select from column)

LEASER NAME: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

LEASER RATE: _____ CONTRACT NO.: _____ DATE: _____ PERIOD: _____

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02



**Exhibit 10-H2 Cost Proposal
Specific Rate of Compensation - Humboldt County DPW On-Call Storm Damage**

Consultant: **Stantec Consulting Services Inc.** Subcontractor Contract No. _____ Date: **September 2018**
 Project No. **DPW2018-005** **Prince Benefit %** _____ **Overhead %** _____ **Administration %** _____ Participation Amount: **\$300,000**
 Note: Mark-ups are Not Allowed. **54.08%** + **31.44%** + **82.97%** = **168.49%**
Combined Indirect Cost Rate (ICR) **FEE %** **10%**

Billing Level	Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Billing Rates		Actual or Average Hourly Rate	% Annual Increase	Hourly Range - for Classifications Only
		Straight ³	OT(1.5x)	OT(2x)	From	To			
15	Wirt Lanning*/Principal	\$198.26	\$198.26	\$198.26	1/1/2018	12/31/2018	\$67.13	3%	
		\$204.21	\$204.21	\$204.21	1/1/2019	12/31/2019	\$69.14	3%	
		\$210.34	\$210.34	\$210.34	1/1/2020	12/31/2020	\$71.22	3%	
		\$216.65	\$216.65	\$216.65	1/1/2021	12/31/2021	\$73.35	3%	
Exempt		\$223.14	\$223.14	\$223.14	1/1/2022	12/31/2022	\$75.56	3%	
14	Mark Wuestchube*/Principal (Regulatory Permitting)	\$176.49	\$176.49	\$176.49	1/1/2018	12/31/2018	\$59.76	3%	
		\$181.79	\$181.79	\$181.79	1/1/2019	12/31/2019	\$61.55	3%	
		\$187.24	\$187.24	\$187.24	1/1/2020	12/31/2020	\$63.40	3%	
		\$192.86	\$192.86	\$192.86	1/1/2021	12/31/2021	\$65.30	3%	
Exempt		\$198.65	\$198.65	\$198.65	1/1/2022	12/31/2022	\$67.26	3%	
15	Keith Marine*/Principal (Aquatic Resources)	\$205.97	\$205.97	\$205.97	1/1/2018	12/31/2018	\$69.74	3%	
		\$212.15	\$212.15	\$212.15	1/1/2019	12/31/2019	\$71.85	3%	
		\$218.51	\$218.51	\$218.51	1/1/2020	12/31/2020	\$73.99	3%	
		\$225.07	\$225.07	\$225.07	1/1/2021	12/31/2021	\$76.21	3%	
Exempt		\$231.82	\$231.82	\$231.82	1/1/2022	12/31/2022	\$78.49	3%	
10	Connie MacGregor*/CEQA, NEPA, and Permitting Task Leader/Project Manager	\$107.41	\$107.41	\$107.41	1/1/2018	12/31/2018	\$36.37	3%	
		\$110.64	\$110.64	\$110.64	1/1/2019	12/31/2019	\$37.46	3%	
		\$113.96	\$113.96	\$113.96	1/1/2020	12/31/2020	\$38.58	3%	
		\$117.38	\$117.38	\$117.38	1/1/2021	12/31/2021	\$39.74	3%	
Exempt		\$120.90	\$120.90	\$120.90	1/1/2022	12/31/2022	\$40.93	3%	
10	Kurt Bainbridge*/Associate Biologist	\$97.93	\$97.93	\$97.93	1/1/2018	12/31/2018	\$33.16	3%	
		\$100.87	\$100.87	\$100.87	1/1/2019	12/31/2019	\$34.15	3%	
		\$103.90	\$103.90	\$103.90	1/1/2020	12/31/2020	\$35.18	3%	
		\$107.02	\$107.02	\$107.02	1/1/2021	12/31/2021	\$36.23	3%	
Exempt		\$110.23	\$110.23	\$110.23	1/1/2022	12/31/2022	\$37.32	3%	
17	Senior Principal Engineer/Scientist/Planner/Consultant	\$107.07	\$107.07	\$107.07	1/1/2018	12/31/2018	\$95.13	3%	\$87.51 to \$102.75
		\$109.14	\$109.14	\$109.14	1/1/2019	12/31/2019	\$97.98	3%	\$90.14 to \$105.83
		\$110.92	\$110.92	\$110.92	1/1/2020	12/31/2020	\$100.92	3%	\$92.84 to \$109.01
		\$113.05	\$113.05	\$113.05	1/1/2021	12/31/2021	\$103.95	3%	\$95.62 to \$112.28
Exempt		\$115.65	\$115.65	\$115.65	1/1/2022	12/31/2022	\$107.07	3%	\$98.49 to \$115.65
16	Principal Engineer/Scientist/Planner/Consultant	\$81.14	\$81.14	\$81.14	1/1/2018	12/31/2018	\$81.14	3%	\$74.77 to \$87.50
		\$83.57	\$83.57	\$83.57	1/1/2019	12/31/2019	\$83.57	3%	\$77.01 to \$90.13
		\$86.08	\$86.08	\$86.08	1/1/2020	12/31/2020	\$86.08	3%	\$79.32 to \$92.83
		\$88.66	\$88.66	\$88.66	1/1/2021	12/31/2021	\$88.66	3%	\$81.70 to \$95.61
Exempt		\$91.32	\$91.32	\$91.32	1/1/2022	12/31/2022	\$91.32	3%	\$84.15 to \$98.48
15	Principal				1/1/2018	12/31/2018	\$69.76	3%	\$64.76 to \$74.76

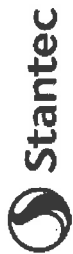
Billing Level	Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Billing Rates		Actual or Average Hourly Rate	% Annual Increase	Hourly Range - for Classifications Only	
		Straight ³	OTY(1.5x)	OTY(2x)	From				To
14	Senior Associate II Engineer/Scientist/ Planner/Consultant Principal Senior Associate I Engineer/Scientist/ Planner/Consultant Associate III Engineer/Scientist/ Planner/Consultant Associate II Engineer/Scientist/ Planner/Consultant Associate I Engineer/Scientist/ Planner/Consultant Staff III Engineer/Scientist/ Planner/Consultant Staff II Engineer/Scientist/ Planner/Consultant Staff I Engineer/Scientist/ Planner/Consultant Technician III Engineer/Scientist/ Planner/Consultant Technician II Engineer/Scientist/ Planner/Consultant Technician Engineer/Scientist/ Planner/Consultant Clerical/Tech Editor	Exempt			1/1/2019	12/31/2019	\$71.85	3%	\$66.70 to \$77.00
					1/1/2020	12/31/2020	\$74.01	3%	\$68.70 to \$79.31
					1/1/2021	12/31/2021	\$76.23	3%	\$70.77 to \$81.69
13	Exempt				1/1/2022	12/31/2022	\$78.52	3%	\$72.89 to \$84.14
					1/1/2018	12/31/2018	\$60.63	3%	\$56.51 to \$64.75
					1/1/2019	12/31/2019	\$62.45	3%	\$58.21 to \$66.69
12	Exempt				1/1/2020	12/31/2020	\$64.32	3%	\$59.95 to \$68.69
					1/1/2021	12/31/2021	\$66.25	3%	\$61.75 to \$70.75
					1/1/2022	12/31/2022	\$68.24	3%	\$63.60 to \$72.88
11	Exempt				1/1/2018	12/31/2018	\$52.88	3%	\$49.26 to \$56.50
					1/1/2019	12/31/2019	\$54.47	3%	\$50.74 to \$58.20
					1/1/2020	12/31/2020	\$56.10	3%	\$52.26 to \$59.94
10	Exempt				1/1/2021	12/31/2021	\$57.78	3%	\$53.83 to \$61.74
					1/1/2022	12/31/2022	\$59.52	3%	\$55.44 to \$63.59
					1/1/2018	12/31/2018	\$46.26	3%	\$43.26 to \$49.25
9	Exempt/Non-exempt				1/1/2019	12/31/2019	\$47.64	3%	\$44.56 to \$50.73
					1/1/2020	12/31/2020	\$49.07	3%	\$45.89 to \$52.25
					1/1/2021	12/31/2021	\$50.54	3%	\$47.27 to \$53.82
8	Exempt/Non-exempt				1/1/2022	12/31/2022	\$52.06	3%	\$48.69 to \$55.43
					1/1/2018	12/31/2018	\$40.76	3%	\$38.26 to \$43.25
					1/1/2019	12/31/2019	\$41.98	3%	\$39.41 to \$44.55
7	Exempt/Non-exempt				1/1/2020	12/31/2020	\$43.24	3%	\$40.59 to \$45.88
					1/1/2021	12/31/2021	\$44.53	3%	\$41.81 to \$47.26
					1/1/2022	12/31/2022	\$45.87	3%	\$43.06 to \$48.68
6	Exempt/Non-exempt				1/1/2018	12/31/2018	\$36.26	3%	\$34.26 to \$38.25
					1/1/2019	12/31/2019	\$37.34	3%	\$35.29 to \$39.40
					1/1/2020	12/31/2020	\$38.46	3%	\$36.35 to \$40.58
5	Exempt/Non-exempt				1/1/2021	12/31/2021	\$39.62	3%	\$37.44 to \$41.80
					1/1/2022	12/31/2022	\$40.81	3%	\$38.56 to \$43.05
					1/1/2018	12/31/2018	\$32.51	3%	\$30.76 to \$34.25
4	Exempt/Non-exempt				1/1/2019	12/31/2019	\$33.48	3%	\$31.68 to \$35.28
					1/1/2020	12/31/2020	\$34.48	3%	\$32.63 to \$36.34
					1/1/2021	12/31/2021	\$35.52	3%	\$33.61 to \$37.43
3	Exempt/Non-exempt				1/1/2022	12/31/2022	\$36.58	3%	\$34.62 to \$38.55
					1/1/2018	12/31/2018	\$29.27	3%	\$27.76 to \$30.77
					1/1/2019	12/31/2019	\$30.14	3%	\$28.59 to \$31.69
2	Exempt/Non-exempt				1/1/2020	12/31/2020	\$31.05	3%	\$29.45 to \$32.64
					1/1/2021	12/31/2021	\$31.98	3%	\$30.33 to \$33.62
					1/1/2022	12/31/2022	\$32.94	3%	\$31.24 to \$34.63
1	Exempt/Non-exempt				1/1/2018	12/31/2018	\$26.38	3%	\$25.01 to \$27.75
					1/1/2019	12/31/2019	\$27.17	3%	\$25.76 to \$28.58
					1/1/2020	12/31/2020	\$27.99	3%	\$26.53 to \$29.44
0	Non-exempt				1/1/2021	12/31/2021	\$28.83	3%	\$27.33 to \$30.32
					1/1/2022	12/31/2022	\$29.69	3%	\$28.15 to \$31.23
					1/1/2018	12/31/2018	\$23.76	3%	\$22.51 to \$25.00
-1	Non-exempt				1/1/2019	12/31/2019	\$24.47	3%	\$23.19 to \$25.75
					1/1/2020	12/31/2020	\$25.20	3%	\$23.88 to \$26.52
					1/1/2021	12/31/2021	\$25.96	3%	\$24.60 to \$27.32
-2	Non-exempt				1/1/2022	12/31/2022	\$26.74	3%	\$25.34 to \$28.14
					1/1/2018	12/31/2018	\$21.26	3%	\$20.01 to \$22.50
					1/1/2019	12/31/2019	\$21.89	3%	\$20.61 to \$23.18
-3	Non-exempt				1/1/2020	12/31/2020	\$22.55	3%	\$21.23 to \$23.87
					1/1/2021	12/31/2021	\$23.23	3%	\$21.87 to \$24.59
					1/1/2022	12/31/2022	\$23.92	3%	\$22.52 to \$24.32
-4	Non-exempt				1/1/2018	12/31/2018	\$40.76	3%	\$38.26 to \$43.25

Billing Level

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Billing Rates		Actual or Average Hourly Rate	% Annual Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From				To
Exempt/Non-exempt				1/1/2019	12/31/2019	\$41.98	\$39.41 to \$44.55	
				1/1/2020	12/31/2020	\$43.24	\$40.59 to \$45.88	
				1/1/2021	12/31/2021	\$44.53	\$41.81 to \$47.26	
				1/1/2022	12/31/2022	\$45.87	\$43.06 to \$48.68	
				1/1/2018	12/31/2018	\$22.00	\$9.00 to \$35.00	
				1/1/2019	12/31/2019	\$22.00	\$9.00 to \$35.00	
				1/1/2020	12/31/2020	\$22.00	\$9.00 to \$35.00	
				1/1/2021	12/31/2021	\$22.00	\$9.00 to \$35.00	
				1/1/2022	12/31/2022	\$22.00	\$9.00 to \$35.00	
	Non-exempt							

Notes:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. 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
Specific Rate of Compensation**

Consultant: Stantec Consulting Services Inc.

Subconsultant

DESCRIPTION OF ITEMS		SCHEDULE OF OTHER DIRECT COST ITEMS		TOTAL
		UNIT	UNIT COST	
Special Tooling				
A. GPS		20	\$100.00	\$ 2,000.00
B. Drilling			at cost	
C. Laboratory Testing			at cost	
D. Records Search Fees		8	at cost (\$500)	\$ 4,000.00
Travel				
A. Mileage (personal, company)		25 trips/300 miles + 7,500	at IRS rate (\$0.545)	\$4,087.50
B. Tolls		per toll	at cost	
C. Parking			at cost	
D. Rental Vehicle and Gas			at cost	\$1,000
E. Lodging			at cost	\$2,500
F. Meals			at cost	\$ 1,500.00
G. Related Incidentals			at cost	\$ 500.00
Document Production				
A. Color: 8 1/2 x 11 / 11 x 17 (internal)	page		\$0.25 / \$0.50	\$ 1,250.00
B. Color: 8 1/2 x 11 / 11 x 17 (internal)	page		\$0.05 / \$0.10	\$ 750.00
C. Printing (outside services)			at cost	\$ 5,000.00
D. Postage/Shipping			at cost	\$1,000

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules. Local Assistance Procedures Manual EXHIBIT 10-H2 Cost Proposal Page 6 of 9 January 2018
7. 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.
8. 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.
12. Total are just gross estimates since actual scope of services have not been defined. Mark-ups are Not Allowed.

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: James W. Grasty Title *: Senior Vice President

Signature : James W. Grasty Digitally signed by James W. Grasty
DN: cn=James W. Grasty, o=Stantec, ou=Environmental
Surname, email=jim.grasty@stantec.com, c=US
Date: 2018.09.12 07:56:12 -07'00' Date of Certification (mm/dd/yyyy): 9/12/2018

Email: jim.grasty@stantec.com Phone Number: 916-607-1536

Address: 555 Capitol Mall, Suite 650, Sacramento, CA 95814

* 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:

Environmental

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardosa	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

Local Assistance Procedure Manual

Exhibit 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant DAZC Archaeology Prime Consultant Subconsultant Date 10/8/2018

Project No. DPW2018-005 Contract No. _____ Participation Amount \$ 50,000.00

Fringe Benefit % 0.0% + Overhead % 110.00% + General Administration % 0% = Combined Indirect Cost Rate (ICR) % 110.00%

FEE % = 10%

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)	From	To			
Principal Investigator 12+ yrs exp	\$115.50	\$173.25	1/1/2018	12/31/2018	\$50.00		50-103
	\$118.97	\$178.45	1/1/2019	12/31/2019	\$51.50	3.00%	
	\$122.53	\$183.80	1/1/2020	12/30/2020	\$53.05	3.00%	
Staff Archaeologist III 10+ years exp	\$99.33	\$149.00	1/1/2018	12/30/2018	\$43.00		40-60
	\$102.31	\$153.46	1/1/2019	12/31/2019	\$44.29	3.00%	
	\$105.38	\$158.07	1/1/2020	12/30/2020	\$45.62	3.00%	
Staff Archaeologist II 5-10 years exp	\$73.92	\$110.88	1/1/2018	12/30/2018	\$32.00		23-40
	\$76.14	\$114.21	1/1/2019	12/31/2019	\$32.96	3.00%	
	\$78.42	\$117.63	1/1/2020	12/30/2020	\$33.95	3.00%	
Staff Archaeologist I 1-4 years exp	\$64.68	\$97.02	1/1/2018	12/30/2018	\$28.00		15-28
	\$66.62	\$99.93	1/1/2019	12/31/2019	\$28.84	3.00%	
	\$68.62	\$102.93	1/1/2020	12/30/2020	\$29.71	3.00%	
GIS Specialist & Clerical Admin	\$87.78	\$131.67	1/1/2018	12/30/2018	\$38.00		15-50
	\$90.41	\$135.62	1/1/2019	12/31/2019	\$39.14	3.00%	
	\$93.13	\$139.69	1/1/2020	12/30/2020	\$40.31	3.00%	

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- 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.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Local Assistance Procedure Manual

Exhibit 10-H2
Cost Proposal

EXHIBIT 10-H COST PROPOSAL Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant DZC Archaeology Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 22-Aug-18

SCHEDULE OF OTHER DIRECT COST ITEMS					
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	
Mileage Costs	1	per mile	\$ 0.55	\$0.55	
Per Diem (meals, lodging, incidentals)	1	per Catrans rates	\$ -	\$0.00	
State Archives Record Search	1	per hour	\$ 150.00	\$150.00	
4 x 4 Vehicle	1	per day	\$ 35.00	\$35.00	
Sub-meter accuracy survey unit (Trimble/Bad Elf)	1	per day	\$ 85.00	\$85.00	
1-3 meter accuracy survey unit (Garmin/Avenza)	1	per day	\$ 7.50	\$7.50	
Archaeological Field test Kit (shovels, screens etc)	1	per day	\$ 25.00	\$25.00	
Project specific consumables - excludes office	1	1	\$ -	\$0.00	
Color Graphics - 33 x 44	1	per page	\$ 8.00	\$8.00	
Color Graphics - 8.5 x 11	1	per page	\$ 1.00	\$1.00	
Color Graphics - 8.5 x 14	1	per page	\$ 1.25	\$1.25	
Color Graphics - 11 x 17	1	per page	\$ 2.00	\$2.00	
B & W graphics - 8.5 x 11	1	per page	\$ 0.50	\$0.50	
B & W graphics - 11 x 17	1	per page	\$ 1.00	\$1.00	
B & W graphics	1		\$ -	\$0.00	
Subconsultant 1:			\$	\$0.00	
Subconsultant 2:				\$0.00	
Subconsultant 3:					
Subconsultant 4:					
Subconsultant 5:					

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: Dimitra Zalarvis-Chase Title *: Owner/Principal

Signature : Dimitra Zalarvis-Chase Digitally signed by Dimitra Zalarvis-Chase
Date: 2018.10.09 17:01:05 -07'00' Date of Certification (mm/dd/yyyy): 10/9/2018

Email: dimitrazc@gmail.com Phone Number: 707-599-9842

Address: 455 I Street, Suite 204, 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:

Cultural Resource Investigations

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

Local Assistance Procedure Manual

Exhibit 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant William Rich and Associates Prime Consultant Subconsultant Date 6-Sep-18

Project No. DPW2018-005 Contract No. _____ Participation Amount \$ 50,000.00

0.0% Fringe Benefit % + 110.00% Overhead % + 0% General Administration % = 110.00% Combined Indirect Cost Rate (ICR) %

FEE % = 10%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Hourly Billing Rates ²	Effective date of hourly rate	Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only		
	Straight ³	From	To				
William Rich- Principal Investigator	\$150.15	7/1/2018	6/30/2019	\$65.00	Not Applicable		
	\$225.23						
	OT(1.5x)						
Research Associate	\$156.16	7/1/2019	6/30/2020	\$67.60	4.00%		
	\$234.23						
	\$243.60	7/1/2020	6/30/2021	\$70.30	4.00%		
Research Assistant	\$92.40	7/1/2018	6/30/2019	\$40.00	Not Applicable		
	\$138.60						
	\$144.14	7/1/2019	6/30/2020	\$41.60	4.00%		
Research Assistant	\$99.94	7/1/2020	6/30/2021	\$43.26	4.00%		
	\$64.68	7/1/2018	6/30/2019	\$28.00	Not Applicable		
	\$67.27	7/1/2019	6/30/2020	\$29.12	4.00%		
	\$69.96	7/1/2020	6/30/2021	\$30.28	4.00%		
	\$0.00	7/1/2018	6/30/2019	\$0.00			
	\$0.00	7/1/2019	6/30/2020	\$0.00	0.00%		
	\$0.00	7/1/2020	6/30/2021	\$0.00	0.00%		
	\$0.00	7/1/2018	6/30/2019	\$0.00			
	\$0.00	7/1/2019	6/30/2020	\$0.00	0.00%		
	\$0.00	7/1/2020	6/30/2021	\$0.00	0.00%		

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- 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.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant William Rich and Associates Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 8/28/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Mileage Costs (20 projects at 250 RT miles each)	5000	1	\$ 0.535	\$2,675
Misc. (Supplies, copies, etc.)	1	1	\$ 1,000.00	\$1,000
NWIC Record Search Fees (20 record searches @ 3 hrs each)	60	1	\$ 150.00	\$9,000

- NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
 2. Proposed ODC items should be consistently billed regardless of client and contract type.
 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
 7. 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.
 8. 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.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 10. Add additional pages if necessary.
 11. 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: William C. Rich Title *: Principal Investigator

Signature : William C. Rich Digitally signed by William C. Rich
Date: 2018.09.06 12:28:47 -07'00' Date of Certification (mm/dd/yyyy): 09/06/2018

Email: wcr@williamrichandassociates.com Phone Number: 7078345347

Address: PO Box 184, Bayside, CA 95524

* 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:

Cultural resources investigations

**DPW2018-005 On-Call Professional Design Engineering
and/or Environmental Services**

**Summary of Cost Proposal Participation Amounts of
Prime Consultant and Subconsultants**

Dated: October 1, 2018

Consultant	Participation Amount
GHD Inc.	\$1,648,992.02
Biggs Cardoso	\$250,000.00
Crawford	\$200,000.00
Ghirardelli	\$300,000.00
Points West	\$100,000.00
SHN	\$400,000.00
Stantec	\$300,000.00
DZC	\$50,000.00
WRA	\$50,000.00
Morrison	\$200,000.00
Total	\$3,498,992.02

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant Morrison Structures, Inc. Prime Consultant Subconsultant Date 9/19/2018
 Project No. DPW2018-005 Contract No. _____ Participation Amount \$ 200,000.00

Fringe Benefit % 0.0% + Overhead % 226.84% + General Administration % 0% = Combined Indirect Cost Rate (ICR) % 226.84%

FEE % = 10%

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)	From	To			
R Morrison Jr. Structural Engineer E6	\$244.15 \$252.70 \$261.54	\$366.23 \$379.05 \$392.31	7/1/2018 7/1/2019 7/1/2020	6/30/2019 6/30/2020 6/30/2021	\$67.91 \$70.29 \$72.75	3.50% 3.50% 3.50%	Not Applicable
R Morrison Sr. Senior Engineer E5	\$251.67 \$260.48 \$269.59	\$377.50 \$390.71 \$404.39	7/1/2018 7/1/2019 7/1/2020	6/30/2019 6/30/2020 6/30/2021	\$70.00 \$72.45 \$74.99	3.50% 3.50% 3.50%	Not Applicable
D Roesner Associate Engineer E3	\$160.96 \$166.59 \$172.42	\$241.44 \$249.89 \$258.63	7/1/2018 7/1/2019 7/1/2020	6/30/2019 6/30/2020 6/30/2021	\$44.77 \$46.34 \$47.96	3.50% 3.50% 3.50%	Not Applicable
W Morrison Technician T1	\$64.71 \$66.98 \$69.32	\$97.07 \$100.47 \$103.99	7/1/2018 7/1/2019 7/1/2020	6/30/2019 6/30/2020 6/30/2021	\$18.00 \$18.63 \$19.28	3.50% 3.50% 3.50%	Not Applicable
J Gallino Technician T2	\$111.42 \$115.32 \$119.35	\$167.12 \$172.97 \$179.03	7/1/2018 7/1/2019 7/1/2020	6/30/2019 6/30/2020 6/30/2021	\$30.99 \$32.07 \$33.20	3.50% 3.50% 3.50%	Not Applicable

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- 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.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Morrison Structures, Inc Prime Consultant Subconsultant

Project No. DPW2018-005 Contract No. _____ Date 9/19/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Mileage Costs	0	0	\$ -	
Equipment Rental and Supplies	0	0	\$ -	\$0
Permit Fees	0	0	\$ -	\$0
Plan Sheets	0	0	\$ -	\$0
Test	0	0	\$ -	\$0
Vehicle	0	0	\$ -	\$0
Subconsultant 1:				\$0
Subconsultant 2:				\$0
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				\$0

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:

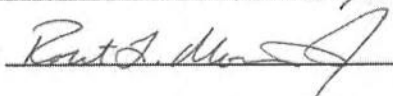
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 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: ROBERT L. MORRISON, JR. Title *: PRESIDENT

Signature:  Date of Certification (mm/dd/yyyy): 9/19/18

Email: bmorrison@morrisonstructures.com Phone Number: 530-246-8628

Address: 1890 PARK MARINA DR., PIEDMONT, CA. 94001

* 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.

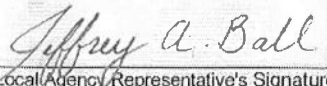
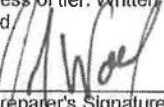
List services the consultant is providing under the proposed contract:

STRUCTURAL ENGINEERING

ATTACHMENT C
CONSULTANT CONTRACT DBE COMMITMENT (Exhibit 10-02)

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Humboldt 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Professional Design Engineering and/or Environmental Services
 4. Project Location: Humboldt County, CA
 5. Consultant's Name: GHD Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$3,500,000
 8. Total Dollar Amount for ALL Subconsultants: \$1,850,000 9. Total Number of ALL Subconsultants: 9

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction management and inspection services	12478	Alice Ghirardelli, 408.435.5503, raewyn@ghirardelliassoc.com	\$300,000
Cultural resources services and archaeology	41768	Dimitra Zalavarsis-Chase, 707.599.9842, dimitrazc@gmail.com	\$50,000
Local Agency to Complete this Section 20. Local Agency Contract Number: <u>DPW2018-005</u> 21. Federal-Aid Project Number: <u>On-Call</u> 22. Contract Execution Date: <u>12-04-2018</u> Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$ 350,000 10%
23. Local Agency Representative's Signature  Jeffrey A. Ball		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
24. Date <u>10/30/2018</u>		15. Preparer's Signature  Josh Wolf	
25. Local Agency Representative's Name Associate Civil Engineer		16. Date <u>10/30/18</u>	
26. Phone <u>(707)445-7377</u>		17. Preparer's Name Associate	
27. Local Agency Representative's Title		18. Phone <u>707-443-8326</u>	
19. Preparer's Title		18. Phone	

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.

ATTACHMENT D
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: GHD 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 166.98% OR

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

Facilities Capital Cost of Money 0.26% (if applicable)

Fiscal period *7/1/16 – 6/30/17

* 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:

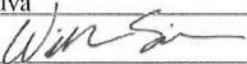
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$156,030,932 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 48.
- Years of consultant's experience with 48 CFR Part 31 is 25+.
- 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**: Bill Silva Title**: Principal

Signature:  Date of Certification (mm/dd/yyyy): 2-20-2018

Email**: bill.silva@ghd.com Phone Number**: 707-523-1010

**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: Biggs Cardosa Associates, Inc.

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

Indirect Cost Rate:

Combined Rate 152.03 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2017 to 12/31/2017

* 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:

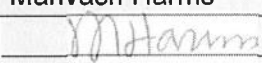
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 35,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 32.
- 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 type="checkbox"/> Caltrans ICR Audit
<input 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**: Mahvash Harms Title**: Principal
 Signature:  Date of Certification (mm/dd/yyyy): Oct 4, 2018
 Email**: mharms@biggscardosa.com Phone Number**: 408.296.5515

**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: Crawford & Associates, Inc.

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

Indirect Cost Rate:

Combined Rate 223.59 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2017 - 12/31/2017

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input 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**: Tracy Adkins Title**: Controller
 Signature: *Tracy Adkins* Date of Certification (mm/dd/yyyy): 10/29/2018
 Email**: tracy.adkins@crawford-inc.com Phone Number**: (916) 455-4225

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

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

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

**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: Ghirardelli Associates, Inc.

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

Indirect Cost Rate:

Indirect Cost Rate: Home Office Rate 110.97 % Field Office Rate (if applicable) N/A %, and Facility Capital Cost of Money 0.03 % (if applicable) for **fiscal period** * 1/1/2017 - 12/31/2017

* 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 \$ 25,000,000 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 17.
- 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**: Alain Charles

Title**: Corporate Controller

Signature Alain Charles Digitally signed by Alain Charles
Date: 2018.08.21 18:36:28 -0700'

Date of Certification (mm/dd/yyyy): 08/21/2018

Email**: acharles@ghirardellassoc.com

Phone Number **: 408.435.5503 x2

****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: Points West Surveying Company, 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 2.002 % Field Office Rate (if applicable) _____%, and Facility Capital Cost of Money _____% (if applicable) for fiscal period * 1/1/2017-12/31/2017

* 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 \$ _____ 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 1.
- 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 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

Title**: Principal + CFO

Signature [Handwritten Signature]

Date of Certification (mm/dd/yyyy): 10/24/18

Email**: pulley@pointswestsurveying.com

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

**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: SHN Consulting Engineers & Geologists, 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 170.17 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/17-12/31/17

* 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

Consultant Annual Certification of Indirect Costs and Financial Management System

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

ALLA&E Contract Information:

- Total participation amount \$ 11,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 20 years.
- 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 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**: Brenda Sigler

Title**: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 08/24/2018

Email**: bsigler@shq-engr.com

Phone Number**: 707-441-8855

**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: 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 company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate 168.493 % and Field Office Rate (if applicable) 123.554 %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2017 - 12/31/2017

* 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:

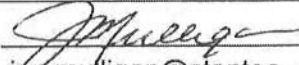
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 134,427,175 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 50.
- Years of consultant's experience with 48 CFR Part 31 is 20(+).
- Audit history of the consultant's current and prior years (if applicable)

<input checked="" type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input checked="" 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**: Jan Mulligan Title**: Senior Vice President - Financial Services
 Signature:  Date of Certification (mm/dd/yyyy): 07/20/2018
 Email**: jan.mulligan@stantec.com Phone Number**: 780-917-7046

**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: DZC Archaeology & Cultural Resource Management

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 110 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * January 1, 2018 to December 31, 2018

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 87,489 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 3.
- 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**: Dimitra Zalarvis-Chase Title**: Owner/Principal Investigator
 Signature: Dimitra Zalarvis-Chase Digitally signed by Dimitra Zalarvis-Chase Date: 2018.08.23 08:27:03 -0700 Date of Certification (mm/dd/yyyy): 08/22/2018
 Email**: dimitrazc@gmail.com Phone Number**: 707-599-9842

**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: William Rich and Associates

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 110 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * January 1, 2017-December 31, 2017

* 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 \$ 0 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 1.
- 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 type="checkbox"/> Caltrans ICR Audit
<input 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**: William Rich

Title**: Principal Investigator

Signature: William C. Rich Digitally signed by William C. Rich
Date: 2018.08.29 13:57:54 -0700

Date of Certification (mm/dd/yyyy): 08/29/2018

Email**: wcr@williamrichandassociates.com

Phone Number**: 7078345347

**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: 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 226.04 % 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

Consultant Annual Certification of Indirect Costs and Financial Management System

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: [Signature] Date of Certification (mm/dd/yyyy): 03/14/18
 Email**: rmorrison@morrisonstructures.com Phone Number**: 530-240-8628

**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

ATTACHMENT E
DISCLOSURE OF LOBBYING ACTIVITIES (EXHIBIT 10-Q)

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract N/A <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application N/A <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial N/A <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime N/A <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) N/A	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer N/A <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash N/A <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: N/A		
(attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Bill Silva, PE</u> Title: <u>Principal</u> Telephone No.: <u>(707) 484-8236</u> Date: <u>10/30/2018</u>	
Federal Use Only:		

Standard Form LLL Rev. 04-28-06

Authorized for Local Reproduction
Standard Form - LLL

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT F
LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allied World Assurance Company US Inc		19489
	INSURER B: Zurich American Insurance Company		16535
	INSURER C: Lexington Insurance Company		19437
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W8903731

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	0310-4497	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY Coll Ded: 500 Comp Ded: 250		Y	BAP 3757423-03	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0310-4498	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0380936-03	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			031710989	12/01/2017	12/01/2018	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GHD Project no.: 11178579, County of Humboldt On-Call Design Engineering and/or Environmental Services.

County, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, sub-consultants, agents and landlord are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Julia M Powers

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability follows form over General Liability, Auto Liability and Employer's Liability.

Certificate Holder also include:
Humboldt County Department of Public Works
Attn: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 95501

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-03	7/1/2018	7/1/2019	7/1/2018		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.