



# COUNTY OF HUMBOLDT

For the meeting of: 12/11/2018

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File #: 18-1520

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**To:** Board of Supervisors

**From:** Public Works

**Agenda Section:** Consent

**SUBJECT:**

First Amendment to the Agreement for Consultant Services with Points West Surveying Company Regarding the Provision of On-Call Professional Land Surveying Services

**RECOMMENDATION(S):**

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached first amendment to the agreement for consultant services with Point West Surveying Company regarding the provision of on-call professional land surveying services; and
2. Direct the Clerk of the Board to return two fully executed original copies of the attached first amendment to the Department of Public Works for further processing.

**SOURCE OF FUNDING:**

Humboldt County Road Fund (1200), Federal Highway Administration ("FHWA") Highway Bridge Program, the Toll Credit Bridge Replacement Fund and FHWA Storm Damage Funds, Federal Emergency Management Agency and California Office of Emergency Services

**DISCUSSION:**

On May 9, 2017, the Humboldt County Department of Public Works issued a Request for Qualification (RFQ) for the purpose of selecting a qualified consultant who will be available to meet the department's professional land surveying needs. The RFQ followed the selection process set forth in Chapter 10 of the California Department of Transportation's Local Assistance Procedures Manual. The statements of qualifications submitted in response to the RFQ for on-call professional land surveying services were evaluated and ranked by the selection committee. The highest ranking consultant was Points West Surveying Company, and the final ranking of the statements of qualifications was issued on June 2, 2017.

On January 9, 2018, the Board of Supervisors approved, and authorized the Chair of the Board to execute, a consultant services agreement with Points West Surveying Company, regarding the provision of professional land surveying services on an on-call basis (Attachment 1). The maximum amount payable for the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the consultant services agreement with Points West Surveying Company is currently \$430,000 for the period of January 9, 2018 through January 9, 2020.

The attached amendment (Attachment 2) will increase the maximum amount payable thereunder by \$450,000. Such an increase will allow for the provision of additional surveying services required to complete storm damage repairs and other necessary tasks, including, without limitation, construction staking and other services that are required to bring the county into compliance with the Americans with Disabilities Act.

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

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

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

WHEREAS, the parties now desire to amend certain provisions of the Consultant Services Agreement to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

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

**ARTICLE V – ALLOWABLE COSTS AND PAYMENTS**

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

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval, or for any work performed prior to approval, of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative thereof. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:  
  
COUNTY: Humboldt County Department of Public Works  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

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- 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 Eight Hundred Eighty Thousand Dollars (\$880,000.00). 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.
2. The Consultant Services Agreement is hereby amended to delete Attachment B – Cost Proposal (“Attachment B”), and replace it in its entirety with the modified version of Attachment B that is attached hereto and incorporated herein by reference. The modified version of Attachment B attached hereto shall supersede any and all prior versions thereof, as of the effective date of this First Amendment.
  3. The Consultant Services Agreement is hereby amended to delete Attachment D – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K) (“Attachment D”), and replace it in its entirety with the modified version of Attachment D that is attached hereto and incorporated herein by reference. The modified version of Attachment D attached hereto shall supersede any and all prior versions thereof, as of the effective date of this First Amendment.
  4. Except as modified herein, the Consultant Services Agreement dated January 9, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Consultant Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

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

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

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

**POINTS WEST SURVEYING COMPANY:**

By: David A. Crivelli

Date: November 13, 2018

Name: David A. Crivelli

Title: President

By: Michael D. Pulley

Date: November 13, 2018

Name: Michael D. Pulley

Title: Secretary/CFO

**COUNTY OF HUMBOLDT:**

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

Date: 12/11/18

**INSURANCE REQUIREMENTS APPROVED:**

By: Risk Management  
Risk Management

Date: 12/6/18

**LIST OF ATTACHMENTS:**

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

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



**Humboldt County On-Call Contract DPW 2017-005  
Cost Proposal**

Based on estimated 25 storm damage sites (topographic surveying)  
Additional estimate of 5 construction staking projects

Field	Hours	Hourly Rate	Total	x25	x5
Control work	3.5	\$ 240.00	\$ 840.00	\$ 21,000.00	
Topographic Survey, 2 man crew	16	\$ 240.00	\$ 3,840.00	\$ 96,000.00	
Topographic Survey, 3 man crew	8	\$ 300.00	\$ 2,400.00	\$ 60,000.00	
Topographic Survey, 2 man crew, OT (1.5x)	4	\$ 280.00	\$ 1,120.00	\$ 28,000.00	
Right of Way Survey	8	\$ 240.00	\$ 1,920.00	\$ 48,000.00	
Construction Survey	28	\$ 240.00	\$ 6,720.00		\$ 33,600.00

**Field time subtotal** \$ 286,600.00

Office	Hours	Hourly Rate	Total	x25	x5
Drafting, Survey Technician II	24	\$ 89.85	\$ 2,156.40	\$ 53,910.00	
Drafting, Survey Technician I	4	\$ 76.23	\$ 304.92	\$ 7,623.00	
Right of Way Research, Calculations, Principal LS	8	\$ 149.74	\$ 1,197.92	\$ 29,948.00	
Right of Way Research, Calculations, Staff LS	8	\$ 108.91	\$ 871.28	\$ 21,782.00	
Project Management	4	\$ 149.74	\$ 598.96	\$ 14,974.00	
Construction Calculations, Survey Technician II	20	\$ 89.85	\$ 1,797.00		\$ 8,985.00
Construction Calculations, Principal LS	8	\$ 149.74	\$ 1,197.92		\$ 5,989.60

**Office subtotal** \$ 143,211.60

**Total** \$ 429,811.60



**Humboldt County On-Call Contract DPW 2017-005  
Cost Proposal for Contract Amendment**

Based on estimated 25 storm damage sites (topographic surveying)  
Additional estimate of 5 construction staking projects

FIELD	Hours	Hourly Rate	Total	x25	x5
Control work	3.5	\$ 250.00	\$ 875.00		
Topographic Survey, 2 man crew	16	\$ 250.00	\$ 4,000.00	\$ 21,875.00	
Topographic Survey, 3 man crew	8	\$ 400.00	\$ 3,200.00	\$ 100,000.00	
Right of Way Survey	8	\$ 250.00	\$ 2,000.00	\$ 80,000.00	
Construction Survey	28	\$ 250.00	\$ 7,000.00	\$ 50,000.00	\$ 35,000.00

**FIELD TIME SUBTOTAL**

Note: Field crew rates are approximated by an average of individual billing rates.  
Each field crew will have a unique billing rate based on personnel.

\$ 286,875.00

**OFFICE**

Drafting, Survey Technician II	24	\$ 104.02	\$ 2,496.48	\$ 62,412.00	
Drafting, Survey Technician I	4	\$ 66.18	\$ 264.76	\$ 6,619.00	
Right of Way Research, Calculations, Principal LS	8	\$ 173.37	\$ 1,386.96	\$ 34,674.00	
Right of Way Research, Calculations, Staff LS	8	\$ 126.08	\$ 1,008.64	\$ 25,216.00	
Project Management	4	\$ 173.37	\$ 693.48	\$ 17,337.00	
Construction Calculations, Survey Technician II	20	\$ 104.02	\$ 2,080.40		\$ 10,402.00
Construction Calculations, Principal LS	8	\$ 173.37	\$ 1,386.96		\$ 6,934.80

**OFFICE TIME SUBTOTAL**

\$ 163,594.80

**TOTAL COST ESTIMATE**

\$ 450,469.80



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-2017-005 Contract No. \_\_\_\_\_ Participation Amount \$ 450,000 Date 11/12/2018

For Combined Rate	Fringe Benefit % + General & Administrative %	=200.20	Combined ICR%
	Fee	=5	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>		Effective Date of Hourly Rate		Actual or Avg. Hourly	% or \$	Hourly Range - or Classifications Only
	Straight <sup>1</sup>	OT(1.5x) OT(2x)	From	To			
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 McChesney	\$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 Technician I Paul Krause	\$66.19	\$99.29	\$135.39	01/01/2018	12/31/2018	\$25.00	2
	\$67.52	\$101.28	\$135.04	01/01/2019	12/31/2019	\$25.50	
	\$68.87	\$103.30	\$137.74	01/01/2020	12/31/2020	\$26.01	
				01/01/2018	12/31/2018		2
				01/01/2019	12/31/2019		
				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

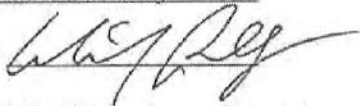
**Certification of Direct Costs:**

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) 11/12/2018  
 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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 COST PROPOSAL  
 ON-CALL CONTRACT  
 NOV 2023 (REV. 1/2/21)

Prevailing Wage Determinations: NUM-2018-1

Contract # - 45499  
 Attachment 2  
 Consultant: Points West Surveying  
 Date: 10/22/18  
 Page 6 of 7

Home Office Personnel:	Fringe Benefits %	Overhead %	General Administration %	Combined %
NORMAL	16.00%	0.00%	184.11%	200.20%
OVERTIME	16.00%	0.00%	184.11%	200.20%
Non-Prevailing Wage Work (Non-Exempt)	16.00%	0.00%	184.11%	200.20%
Non-Prevailing Wage Work (Exempt)	16.00%	0.00%	184.11%	200.20%

Home Office Personnel:	Fringe Benefits %	Overhead %	General Administration %	Combined %
NORMAL	16.00%	0.00%	184.11%	200.20%
OVERTIME	16.00%	0.00%	184.11%	200.20%
Non-Prevailing Wage Work (Non-Exempt)	16.00%	0.00%	184.11%	200.20%
Non-Prevailing Wage Work (Exempt)	16.00%	0.00%	184.11%	200.20%

Home Office Personnel:	Fringe Benefits %	Overhead %	General Administration %	Combined %
NORMAL	16.00%	0.00%	184.11%	200.20%
OVERTIME	16.00%	0.00%	184.11%	200.20%
Non-Prevailing Wage Work (Non-Exempt)	16.00%	0.00%	184.11%	200.20%
Non-Prevailing Wage Work (Exempt)	16.00%	0.00%	184.11%	200.20%

Name/Classification	Home Office Personnel	Prevailing Wage Rate (only applicable for prevailing wage work)		Employee Actual Rate (Infringe benefits vary year over year)		Applicable DELTA (TOTAL) - DELTA BASE		Applicable DELTA (TOTAL) - DELTA BASE		Applicable DELTA (TOTAL) - DELTA BASE		Applicable DELTA (TOTAL) - DELTA BASE		Applicable DELTA (TOTAL) - DELTA BASE		Actual Hourly Average Hourly Rate	Hourly Range (to Class)
		Strength	Rate	Strength	Rate	Strength	Rate	Strength	Rate	Strength	Rate	Strength	Rate	Strength	Rate		
David Grivelli, PLS Project Manager Survey	FIELD	442.19	\$42.29	\$44.38	\$30.89	\$73.08	\$73.08	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$56.60	N/A
Prevailing Wage Work (Non-Exempt)		442.19	\$42.29	\$44.38	\$30.89	\$73.08	\$73.08	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$56.60	N/A
David Grivelli, PLS Project Manager Survey	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Prevailing Wage Work (Non-Exempt)		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Michael Pulley, PLS Project Manager Survey	FIELD	442.19	\$42.29	\$44.38	\$30.89	\$73.08	\$73.08	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$56.60	N/A
Prevailing Wage Work (Non-Exempt)		442.19	\$42.29	\$44.38	\$30.89	\$73.08	\$73.08	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$56.60	N/A
Michael Pulley, PLS Project Manager Survey	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Prevailing Wage Work (Non-Exempt)		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Jerse Buffington, PLS Grew Chief	FIELD	442.19	\$42.29	\$44.38	\$30.89	\$73.08	\$73.08	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Prevailing Wage Work (Non-Exempt)		442.19	\$42.29	\$44.38	\$30.89	\$73.08	\$73.08	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Jerse Buffington, PLS Survey Rodman	FIELD	336.22	\$54.33	\$72.44	\$30.89	\$67.11	\$67.11	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Prevailing Wage Work (Non-Exempt)		336.22	\$54.33	\$72.44	\$30.89	\$67.11	\$67.11	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Ryan Barter, Survey Rodman	FIELD	336.22	\$54.33	\$72.44	\$30.89	\$67.11	\$67.11	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Prevailing Wage Work (Non-Exempt)		336.22	\$54.33	\$72.44	\$30.89	\$67.11	\$67.11	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Mark McHenry, Survey Rodman	FIELD	336.22	\$54.33	\$72.44	\$30.89	\$67.11	\$67.11	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A
Prevailing Wage Work (Non-Exempt)		336.22	\$54.33	\$72.44	\$30.89	\$67.11	\$67.11	16.00%	0.00%	184.11%	200.20%	16.00%	0.00%	184.11%	200.20%	\$46.80	N/A

1. Non-employee classification that is subject to prevailing wage requirements with an asterisk (\*). Prevailing Wage specified is based on current DOR determination. Any future DOR escalation of prevailing wage rate will be reflected in the posted rates.  
 2. N/A  
 3. For Manager staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:  
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Salary Rate = (Actual Hourly Rate) \* (1 + Fee) + (Delta Base) + (Delta Fringe)  
 For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e., without the application of the 1.5X or 2.0X multiple for overtime as follows:  
 5. Travel Time Charges:  
 For Managers: On weekdays up to a maximum of 8 hours will be charged for work time. Travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.  
 For Manager staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:  
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Salary Rate = (Actual Hourly Rate) \* (1 + Fee) + (Delta Base) + (Delta Fringe)  
 For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e., without the application of the 1.5X or 2.0X multiple for overtime as follows:  
 The employees' actual hourly rates shown in the cost proposal are the rates that were effective on 10/20/23. Current (Manager) rate 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 10/20/23. Hourly rates for new employees listed after the date of this cost proposal will not exceed for shall be in line with the rates of similar personnel listed on the cost proposal having similar experience.

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

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

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

**Consultant's Full Legal Name:** Points West Surveying Company, 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:**

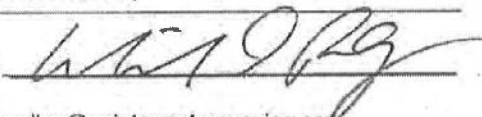
- The approximate dollar amount \$ \_\_\_\_\_ of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant 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 

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