

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
QUINCY ENGINEERING, INC.
FOR
ON-CALL BRIDGE PROGRAM MANAGEMENT, STRUCTURAL ANALYSIS, DESIGN
ENGINEERING AND OTHER SERVICES**

This Agreement for Consultant Services (“Agreement”) entered into this ____ day of _____, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Quincy Engineering, Inc., a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Engineering Division, desires to retain a qualified professional to assist COUNTY in performing on-call bridge program management, structural analysis, design engineering and other services that are further described in Attachment A – Scope of Work, which is attached hereto and incorporated herein by reference; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, 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 California 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 adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Jim Foster. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated March 21, 2019, which 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 Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic loss arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to CONSULTANT’s performance hereunder, except such loss or damage which was caused by the sole

negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. The provisions of this article shall survive termination or suspension of this Agreement.

- D. In the performance of this Agreement, CONSULTANT shall act in an independent capacity. It is understood and agreed that CONSULTANT, and its agents, officers, officials, employees and subcontractors, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.
- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT pursuant to the terms and conditions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of COUNTY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third parties employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby agrees to indemnify and hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this Agreement are not assignable or transferable, and CONSULTANT shall not subcontract any work, without COUNTY's prior written approval. However, claims for money due or which become due to CONSULTANT from COUNTY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to COUNTY.
- H. CONSULTANT shall be fully responsible to COUNTY for the negligent acts and omissions of its agents and subcontractors, and of persons either directly or indirectly employed thereby, in the same manner as persons directly employed by CONSULTANT.
- J. No alteration or variation of the terms of this Agreement 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.
- K. 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, without limitation, travel and per diem expenses, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this Agreement 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 projects.

ARTICLE IV – PERFORMANCE PERIOD

- A. This Agreement shall go into effect on July 9, 2019, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on July 8, 2021, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement 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 Agreement, the terms and conditions of this Agreement shall be extended by amendment prior to the expiration of this Agreement to cover the time needed to complete the Task Order in progress only. The maximum term of this Agreement shall not exceed five (5) years.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead expenses and fees. These rates are not adjustable for the performance period set forth in this Agreement. CONSULTANT will be reimbursed within thirty (30) calendar days after COUNTY's receipt of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved 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 Agreement 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 costs and fees, 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. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates, including, without limitation, base hourly rates and employer payments as determined by the

Department of Industrial Relations. CONSULTANT will also be responsible for paying the appropriate rate, including, without limitation, escalations that take place during the terms of the Agreement.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement 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 Agreement 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 Agreement.
- 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 within thirty (30) calendar days after COUNTY's receipt of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) 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 Agreement 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 Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division
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 Agreement.
- 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 an amendment thereto.
- N. If 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 Agreement shall not exceed Two Million Three Hundred Thousand Dollars (\$2,300,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

ARTICLE VI – TERMINATION

- A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, in accordance with Article XXVI – Ownership of Data of this Agreement.
- B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this article.
- C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement, except as provided in subsection C of this article. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, in accordance with Article XXVI – Ownership of Data of this Agreement.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the applicable contract cost principles and procedures set forth in Part 31 of Title 48 of the Code of Federal Regulations (“CFR”) shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with the applicable administrative requirements, cost principles and audit procedures for federal awards set forth in 2 CFR Part 200.
- C. Any and all costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 shall be subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Government Code Section 8546.7, COUNTY, CONSULTANT and any subcontractors hereunder shall maintain any and all books, documents, papers, accounting records, Indirect Cost Rate (“ICR”) work papers, and other evidence pertaining to each party's performance hereunder, including, without limitation, the costs of administering this Agreement. All

parties, including, without limitation, CONSULTANT's independent Certified Public Accountant ("CPA"), shall make such work papers and materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment hereunder. COUNTY, the California Department of Transportation ("Caltrans"), the Federal Highway Administration ("FHWA") and any other duly authorized representative of the federal government having jurisdiction under federal laws or regulations, including, without limitation, the basis of federal funding in whole or in part, shall have access to any such books, records and documents for audit, examination and review, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement 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 submit a written request for review of unresolved audit issues to the Humboldt County Auditor-Controller.
- 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 and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, 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 instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, 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 agreement 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, COUNTY or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation ("Caltrans A&I"). Caltrans A&I, 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 terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
 - 1. During Caltrans A&I's review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans A&I 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 A&I identifies significant issues during

the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the 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 A&I. Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted 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 accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per subsection E(1) of this article, Caltrans A&I 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 A&I 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 requirements set forth herein, or if Caltrans A&I 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 accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and Caltrans A&I 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. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT's subcontractors hereunder, 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 subcontractors 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 subcontractors is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that which is expressly identified in CONSULTANT's approved Cost Proposal.

- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. CONSULTANT shall pay its subcontractors within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subcontractors must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor.

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 approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with 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 with funds provided under the terms and conditions of this Agreement is subject to the following:
 - 1. 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 this Agreement, or if this Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 - 2. 2 CFR Part 200 requires a credit to federal funds when participating 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. Neither CONSULTANT nor its subcontractors may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations ("DIR") pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are on file with Caltrans' District Labor Compliance Officer

and available online at: http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf. These wage rates are made a specific part of this Agreement by reference pursuant to California Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR's website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:
1. CONSULTANT and its subcontractors shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations ("CCR"), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subcontractors in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
 2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representative's at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by CONSULTANT.
 - c. The public shall not be given access to certified payroll records by CONSULTANT. CONSULTANT is required to forward any requests for certified payrolls to COUNTY's Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of CONSULTANT or its subcontractors performing the work shall not be redacted or obliterated.
 5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
 6. CONSULTANT and its subcontractors shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT's failure to comply within the ten (10) day period, CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.
- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by COUNTY's Contract Administrator.
- F. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
1. CONSULTANT and its subcontractors shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subcontractors shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subcontractors in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*
 2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subcontractors in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subcontractors in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subcontractors to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or its subcontractors had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.

3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subcontractors.
 4. If workers employed by CONSULTANT's subcontractors on a public works project are not paid the general prevailing per diem wages by the subcontractors, CONSULTANT shall not be liable for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subcontractors' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:
 - a. The subcontracts executed between CONSULTANT and the subcontractors for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
 - b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractors to their employees by periodic review of the subcontractors' certified payroll records.
 - c. Upon becoming aware of the subcontractors' failure to pay the specified prevailing rate of wages to the subcontractors' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subcontractors for work performed on the public works project.
 - d. Prior to making final payment to the subcontractors for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subcontractors that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
 5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subcontractors have failed to pay their employees the general prevailing rate of per diem wages.
 6. If COUNTY determines that any of CONSULTANT's subcontractors have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subcontractors sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.
- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.

- H. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
1. CONSULTANT, and any of its subcontractors working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with any and all applicable requirements of California Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 2. CONSULTANT and its subcontractors shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its subcontractors are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subcontractors' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this Agreement, and any extensions thereof, CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to the terms and conditions of this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by any applicable local, state or federal laws, regulations or standards.
- C. 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 Agreement.
- D. CONSULTANT hereby certifies that neither CONSULTANT nor any of its subcontractors, or any firm affiliated with CONSULTANT or its subcontractors, that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure that a conflict of interest does not exist. For purposes of this Agreement, an affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement 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 sole discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed or to deduct from the amount owed under this Agreement, 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 certifies, to the best of its 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 local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this 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 agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this 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 Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code ("USC"). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- C. CONSULTANT also agrees by executing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- 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, unless exempt, complied with the nondiscrimination requirements of California Government Code Section 12990 and 2 CCR Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subcontractors shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government

Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to its facilities, books, records, accounts and all other sources of information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.
- E. CONSULTANT and its subcontractors shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subcontractors.

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 or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. 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.

- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

- A. This Agreement is subject to the requirements of 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANT shall assist COUNTY in a good faith effort to achieve California’s statewide overall Disadvantaged Business Enterprises (“DBE”) participation goal.
- B. The goal for DBE participation for this Agreement is Ten Percent (10%). Participation by DBE consultants or subcontractors shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2), which are attached hereto and incorporated herein by reference as if set forth in full. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal set forth herein by either documenting commitments to DBEs to meet the DBE participation goal set forth herein, or by documenting adequate good faith efforts to meet the DBE participation goal set forth herein. An adequate good faith effort means that CONSULTANT must show that it has taken any and all necessary and reasonable steps to achieve a DBE participation goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE participation goal. If CONSULTANT has not met the DBE participation goal set forth herein, CONSULTANT must complete and submit Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H), which is attached hereto and incorporated herein by reference, to document the efforts made to meet the DBE participation goal set forth herein. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. COUNTY, CONSULTANT and any subcontractors hereunder shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONSULTANT shall carry out any and all applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted agreements. CONSULTANT’s failure to carry out these requirements shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate, including, without limitation: withholding monthly progress payments; assessing sanctions or liquidated damages; and/or disqualifying CONSULTANT or any subcontractor hereunder from future bidding as non-responsible.
- 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’s consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f). If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.

- F. CONSULTANT shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces, including those of CONSULTANT, pursuant to prior written authorization of COUNTY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the DBE participation goal set forth herein if it performs a commercially useful function ("CUF"). CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the agreement 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 agreement, for negotiating price, determining quality and quantity and ordering, installing and paying for materials, if applicable. 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 agreement is commensurate with the work it is actually performing and other relevant factors must be evaluated.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement 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.
- J. 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 to 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.
- K. Upon completion of this Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise First-Tier Subconsultants [Exhibit 17-F of the Local Assistance Procedures Manual], certified correct by CONSULTANT, or an authorized representative thereof, 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 Enterprise First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subcontractor is decertified during the life of this Agreement, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If any of CONSULTANT's subcontractors become certified DBEs during the term of this Agreement, such subcontractors 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.
- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire term of this Agreement, 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 thereby, 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 (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) 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 (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and 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 (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. Such coverage shall be incorporated into CONSULTANT’s 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 agents, officers, officials, employees and volunteers, 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. Said 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 property damage caused by explosion or collapse of structures or underground damage, 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 insureds 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 shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 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. 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, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting the extent to which CONSULTANT or its subcontractors may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: Quincy Engineering, Inc.
Attention: Jim Foster, Project Manager
11017 Cobblerock Drive, Suite 100
Rancho Cordova, California 95670

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works – Engineering Division
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, and its agents, officers, officials, employees and volunteers, 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 Agreement due to the negligence, recklessness or willful misconduct of CONSULTANT and/or its agents, employees or subcontractors. 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 Agreement.
- 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 this Agreement, 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 Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement 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 this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

- A. This Agreement 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 Agreement without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXII – CONTINGENT FEE

CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement 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 annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the price or consideration to be paid hereunder, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII – DISPUTES

Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) calendar days of good-faith negotiations, and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement 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 submit a written request for review by COUNTY's governing board of unresolved claims or disputes, other than audit.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIV – INSPECTION OF WORK

CONSULTANT and its subcontractors shall permit COUNTY, the State of California and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with any and all California Division of Occupational Safety and Health ("Cal-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 through 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. CONSULTANT must have any and all applicable 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 deep or deeper.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement, which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT's review and approval shall be at COUNTY'S sole risk.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one (a) detailed in a particular Task Order. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.
- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a 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 Agreement 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. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT’s services under this Agreement.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal laws, regulations and standards. CONSULTANT hereby agrees to protect all confidential information in accordance with any and all applicable local, state and federal laws, regulations and standards.
- 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 Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- D. CONSULTANT shall not comment publicly to the press or any other media outlet regarding this Agreement or COUNTY’s actions on the same, except to COUNTY’s staff, CONSULTANT’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.
- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY’s written permission.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are

confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subcontractors, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.

- G. Any subcontract entered into as a result of this Agreement 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 this Agreement because of CONSULTANT's failure to comply with an order of a federal court that requires CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance hereunder will be evaluated by COUNTY. A copy of COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

ARTICLE XXXI – RETENTION OF FUNDS

- A. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or its subcontractors is prohibited, and no retainage will be held by CONSULTANT from progress due to its subcontractors. Any violation of this provision shall subject CONSULTANT or its subcontractors 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 its subcontractors in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient performance or noncompliance by CONSULTANT's subcontractors. This provision applies to both DBE and non-DBE subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXXII – NOTIFICATION

Any and all notices required hereunder, and communications regarding interpretation of, and changes to, the terms and conditions of this Agreement, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: Quincy Engineering, Inc.
Attention: Jim Foster, Project Manager
11017 Cobblestone Drive, Suite 100
Rancho Cordova, California 95670

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This Agreement 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. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.
- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement 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.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, or any extension thereof, the parties agree to comply with the amended provision as of the effective date thereof.
- E. 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.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach of this Agreement 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 Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement 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 repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT hereunder, which COUNTY determines were not expended in accordance with the terms of this Agreement.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the

prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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

By executing this Agreement, CONSULTANT certifies 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 Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two (2) parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two (2) 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 Agreement as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

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

QUINCY ENGINEERING, INC.:

By:  _____

Date: 5 June 2019

Name: Chris Rayasam

Title: President/CEO

By:  _____

Date: 5 June 2019

Name: Celeste Alvarez

Title: Secretary - Controller

COUNTY OF HUMBOLDT:

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

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 06/11/2019

LIST OF ATTACHMENTS:

- Attachment A – Scope of Work
- Attachment B – Cost Proposal & Schedule of Work
- Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1)
- Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2)
- Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)
- Attachment F – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)
- Attachment G – Disclosure of Lobbying Activities (Exhibit 10-Q)
- Attachment H – Liability Insurance

Attachment A – Scope of Work



SCOPE OF WORK

The County of Humboldt (“County”), by and through its Public Works Department – Engineering Division, is retaining Quincy Engineering Inc. to provide on-call program management, structural analysis, design engineering, environmental and/or construction management services (“Services”) for various state and federally funded bridge planning, design and/or construction projects. Such Services shall include, without limitation, performing preliminary studies of the county’s bridge system, asset management and funding evaluations, bridge replacement and rehabilitation programming and bridge preservation and preventative maintenance planning studies and other miscellaneous program management, structural analysis, design engineering, environmental and/or construction management services. Due to the potential for specialized services, it may become necessary to add specialty subconsultants to the project development team for some of the task orders. A final scope of services will be developed by the County and Quincy Engineering Inc. prior to the issuance of each individual Task Order. The Task Orders will be issued within the following categories: Program Management Services, Structural Analysis and Design Services, Environmental Services, Construction Management Services.

SCOPE OF SERVICES:

Outline of Anticipated Services:

The outline of anticipated services presented herein is general in nature. The precise scope of services that will be incorporated into Task Orders for specific bridge planning, design and/or construction projects shall be the subject of negotiations between the County and Quincy Engineering Inc.

- A. **Program Management Services.** The types of program management services that Quincy Engineering Inc. may be required to provide pursuant to the terms and conditions of project specific Task Orders include, without limitation, all of the following:
1. Developing five (5) year, fifteen (15) year and twenty (20) year replacement and rehabilitation plans for the county’s bridge system.
 2. Developing a priority list for bridge replacement projects based on eligibility and need.
 3. Assisting the County with the preparation of any and all required



funding evaluation and programming submittals.

4. Providing the County with project funding strategy and phase programming information, including, without limitation, information pertaining to project inception, design, environmental, right-of-way and construction phases, as required by the California Department of Transportation (“Caltrans”) and the Federal Highway Administration (“FHWA”).
5. Managing, assessing, programming and prioritizing projects that are eligible for funding made available by FHWA’s Bridge Preventative Maintenance Program (“BPMP”), including, without limitation, developing strategies to bring the County’s current BPMP projects to completion and reviewing Caltrans Bridge Inspection Reports to identify future County projects that are eligible for BPMP funding. The BPMP plans developed for the County should include all of the following, as adapted from FHWA’s Bridge Preservation Guide:
 - a. Establishment of a bridge preservation program.
 - b. Identification of any and all applicable goals and objectives pertaining to the preservation of bridges within Humboldt County.
 - c. Identification of any and all bridges within Humboldt County that can be preserved.
 - ////
 - d. Development of a list of actions required to preserve certain bridges within Humboldt County.
 - e. Establishment of cyclical or condition-based rules pertaining to the actions to preserve certain bridges within Humboldt County.
 - f. Development of life cycle plans which incorporate the actions required to preserve certain bridges within Humboldt County.
 - g. Development of performance measures and evaluation methods pertaining to the effectiveness of the actions, projects and programs pertaining to the preservation of certain bridges within Humboldt County.
 - h. Dedication of funds that can be used to effectuate the actions



required to preserve certain bridges within Humboldt County.

- i. Implementation and evaluation of projects pertaining to the preservation of certain bridges within Humboldt County.
 - j. Development of performance monitoring, evaluation and reporting standards pertaining to the County's overall bridge preservation program.
 - k. Development of strategies for improving the County's overall bridge preservation program.
6. Developing a list of projects that are eligible for FHWA's Highway Bridge Program and providing bridge project programming services using Bridge Investment Credits.
 7. Consulting with staff from various state and federal agencies regarding compliance with applicable program requirements.
 8. Scheduling and facilitating meetings with stakeholders, including, without limitation, providing a central point of contact for open, transparent and efficient communication, identifying appropriate meeting venues, developing meeting agendas, providing audio-visual equipment, ensuring that meetings stay on schedule and on topic and preparing written meeting minutes.

B. Structural Analysis and Design Engineering Services. The types of structural analysis and design engineering services that Quincy Engineering Inc. may be required to provide pursuant to the terms and conditions of project specific Task Orders include, without limitation, all of the following:

1. Preparing various technical reports which include, without limitation, detailed analysis of existing bridge structures, structural calculations for traffic load ratings, analysis of seismic stability and recommendations for future repairs and/or replacement.
2. Performing Scour Critical Analysis using the rating factors for scour at bridge abutments and pier foundations set forth in the National Bridge Inspection Standards.
3. Providing detailed engineering guidance and action plans for scour critical bridges which include, without limitation, properly designed



- countermeasures.
4. Preparing construction plans, specifications and project design reports in English units, including, without limitation, geotechnical reports, drainage and hydraulic reports, grading plans, construction staking, structural design calculations and cost estimates in accordance with current standards developed by Caltrans and the American Association of State Highway and Transportation Officials.
 5. Ensuring that all applicable construction plans, specifications and project designs comply with the Americans with Disabilities Act Accessibility Design Guidelines and Standards.
- C. **Environmental Services.** The types of environmental services that Quincy Engineering Inc. may be required to provide pursuant to the terms and conditions of project specific Task Orders, include, without limitation, all of the following:
1. Providing necessary environmental studies and documents in accordance with the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”) in order to secure approval from Caltrans for completion of the preliminary engineering services set forth herein including, but not limited to, the following:
 - a. Preparation of a Preliminary Environment Study that is designed to provide an understanding of the full scope of the project and foster the type of early coordination needed to determine required technical studies and permits, level of analysis and NEPA Class of Action.
 - b. Preparation of a Natural Environment Study which includes an environmental assessment of the entire project area, including, without limitation, identification and quantification of potential impacts to wetlands, sensitive habitat and endangered and threatened plant and animal species within the project area.
 - c. Preparation of a Local Hydraulic Study Form which includes any and all hydrologic and hydraulic data pertaining to the project area.
 - d. Preparation of a Summary Floodplain Encroachment Report, which includes a discussion of any and all potential impacts to



floodplains within the project area.

- e. Preparation of a Biological Assessment which addresses any and all potential impacts to federally listed animals and critical habitat within the project area.
 - f. Preparation of a Botanical and/or Wetland Delineation Report which addresses any and all potential impacts to federal and/or state recognized sensitive plants and wetlands within the project area.
 - g. Preparation of an Initial Site Assessment for Hazardous Materials which addresses any and all potential hazardous waste contamination that may occur within the project area.
 - h. Preparation of a Visual Impact Assessment which addresses any and all potential visual impacts that may occur within the project area.
 - i. Preparation of applicable Cultural Resources studies and reports which address any and all potential impacts to historic and prehistoric cultural resources within the project area in accordance with the requirements of the National Historic Preservation Act. In addition, for projects that may impact properties that are eligible for listing in the National Register of Historic Places (NRHP), knowledge, qualifications and preparation of necessary documents may be required.
2. Ensuring that all aspects of the project comply with applicable environmental standards in accordance with Caltrans Local Assistance Program requirements, including, without limitation consulting and communicating with Caltrans staff as directed by the County.
 3. Ensuring that all aspects of the project comply with the applicable requirements of NEPA and CEQA, including, without limitation, preparing and submitting the environmental studies and documentation set forth herein.
 4. Consulting with the United States Army Corps of Engineers, the United States Fish and Wildlife Service, the National Marine Fisheries Service, the California Department of Fish and Wildlife, the North Coast Regional Water Quality Control Board, the California



Coastal Commission and any other agencies with jurisdiction in the project area, and obtaining all required permits and approvals.

5. Establishing direct contact with governmental regulatory and resource agencies for the purpose of obtaining information, expertise and technical assistance in developing baseline data and resource inventories related to the project.
6. Maintaining records of all contacts with governmental regulatory and resource agencies and transmitting copies of such records to the County on a regular basis.
7. Providing the County with the opportunity to review and revise all environmental documentation prepared and submitted pursuant to the terms and conditions of project specific Task Orders prior to final submission thereof.
8. Providing environmental permitting and support, including, without limitation, preparing and submitting environmental permit applications and providing technical assistance regarding permit conditions and other environmental commitments pertaining to each specific bridge planning, design and/or construction project.

D. Construction Management Services. The types of construction management services that Quincy Engineering Inc. may be required to provide pursuant to the terms and conditions of a project specific Task Order, include, without limitation, all of the following:

1. Providing general construction management services, including, without limitation, performing on-call construction inspections of specific project sites, conducting regular coordination and safety meetings, monitoring implementation of any and all applicable affirmative action programs, interviewing employees for payroll compliance, preparing daily field reports, issuing weekly work schedules, calculating pay quantities, preparing source documents, documenting as-built information on project plans and storm-water pollution prevention plans and preparing final project reports and other required documents for project closeout with FHWA and Caltrans.
2. Developing final construction management staffing plans and project management plans in accordance with project schedules.



3. Reviewing all design plans, project implementation and construction contracts, project schedules and Caltrans project management guidelines.
4. Providing office engineering services, including, without limitation, developing and processing contract change orders, reviewing shop drawings, calculating pay quantities, preparing engineering and as-built drawings, calculations, records, reports and correspondence related to project activities, record keeping in accordance with any and all local, state and federal guidelines and identifying actual and potential problems associated with construction of the project and recommending solutions.
5. Coordinating with construction contractors and utility owners such as the Pacific Gas & Electric Company, Frontier Communications and various community services districts, including, without limitation, performing field investigations, evaluating construction conditions and making recommendations regarding the improvement thereof.
6. Reviewing contractor submittals including, without limitation, water pollution control plans, storm-water pollution prevention plans, hazardous material management plans and traffic control plans.
7. Coordinating with County staff or the County's construction management consultants to provide surveying, construction staking and line and grade checking for construction contractors, including, without limitation, providing as-built survey information upon request.
8. Coordinating with the County's materials lab to schedule required materials testing and providing all required materials testing not performed by the County's materials lab.
9. Providing regulatory compliance services, including, without limitation, reviewing the requirements of project permits issued by resource and regulatory agencies, managing and inspecting work performed by construction contractors to ensure compliance with such requirements and providing proactive coordination with resource agencies and construction contractors.
10. Providing original and electronic copies of all plans, designs, reports, permits and agreements prepared pursuant to the terms and conditions of project specific Task Orders.



Project Development:

The County anticipates that Quincy Engineering Inc. will maintain timely and regular communication with the County throughout the term of the final Consultant Services Agreement in order to plan and organize information, including, but not limited to, participating in planning sessions and regular meetings.

Attachment B – Cost Proposal & Schedule of Work

On-Call Bridge Program Management, Structural Analysis, Design Engineering, Environmental, and
Construction Management Services - DPW2018-007

Cost Summary		Prime Consultant	Subconsultants - participation amount				
Name	Target	Quincy	Crawford	Stantec	SHN	Wreco	Ghiradelli
Program	\$ 26,000	\$ 26,000					
HBP	\$ 250,000	\$ 250,000					
BPMP	\$ 1,100,000	\$ 950,000	\$ 20,000	\$ 90,000	\$ 20,000	\$ 20,000	
Seismic	\$ 20,000	\$ 20,000					
Scour	\$ 504,000	\$ 399,000	\$ 20,000	\$ 45,000	\$ 20,000	\$ 20,000	
BIC	\$ 25,000	\$ 25,000					
CM	\$ 375,000	\$ 56,000					\$ 319,000
Total	\$ 2,300,000	\$ 1,726,000	\$ 40,000	\$ 135,000	\$ 40,000	\$ 40,000	\$ 319,000

Summary		Subconsultant				
Name	Target	Crawford	Stantec	SHN	Wreco	Ghiradelli
Program	\$ 26,000					
HBP	\$250,000					
BPMP	\$1,100,000	\$20,000	\$90,000	\$20,000	\$20,000	
Seismic	\$20,000					
Scour	\$504,000	\$20,000	\$45,000	\$20,000	\$20,000	
BIC	\$25,000					
CM	\$375,000					\$319,000
Total	\$ 2,300,000	\$ 40,000	\$ 135,000	\$ 40,000	\$ 40,000	\$ 319,000

DBE	
WRECO	2%
Ghirardelli	14%
Total DBE	15% OK
Target	10%

DPW 2018-007

Thanks

Jim Foster
 Project Manager
 Quincy Engineering Inc.
 11017 Cobblestone Drive, Suite 100
 Rancho Cordova, 95670
 (916) 368-9181
 (916) 799-0113 cell

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Quincy Engineering, Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. DPW 2018-007 Contract No. DPW 2018-007 Participation Amount \$ \$1,726,000 Date 3/21/2019

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	169.79%	Combined ICR %
For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	169.79%	Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	169.79%	Field Office ICR %

FEE % = 15%

BILLING INFORMATION				CALCULATION INFORMATION						
Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(1.5x)	OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only	Billing Rate Range for classification
	Straight	OT(1.5x)			From	To				
John Quincy role Principal Engineer	\$286.37	N/C	N/C	N/C	1/1/2018	12/31/2018	\$92.30	0.00%	Not Applicable	Not Applicable
	\$300.69	N/C	N/C	N/C	1/1/2019	12/31/2019	\$96.92	5.00%	Not Applicable	Not Applicable
	\$315.72	N/C	N/C	N/C	1/1/2020	12/31/2020	\$101.76	5.00%	Not Applicable	Not Applicable
Jim Foster role Principal Engineer	\$331.51	N/C	N/C	N/C	1/1/2021	12/31/2021	\$106.85	5.00%	Not Applicable	Not Applicable
	\$348.08	N/C	N/C	N/C	1/1/2022	12/31/2022	\$112.19	5.00%	Not Applicable	Not Applicable
	\$286.37	N/C	N/C	N/C	1/1/2018	12/31/2018	\$92.30	0.00%	Not Applicable	Not Applicable
Steve Mellon role Principal Engineer	\$300.69	N/C	N/C	N/C	1/1/2019	12/31/2019	\$96.92	5.00%	Not Applicable	Not Applicable
	\$315.72	N/C	N/C	N/C	1/1/2020	12/31/2020	\$101.76	5.00%	Not Applicable	Not Applicable
	\$331.51	N/C	N/C	N/C	1/1/2021	12/31/2021	\$106.85	5.00%	Not Applicable	Not Applicable
Mark Reno role Principal Engineer	\$348.08	N/C	N/C	N/C	1/1/2022	12/31/2022	\$112.19	5.00%	Not Applicable	Not Applicable
	\$286.37	N/C	N/C	N/C	1/1/2018	12/31/2018	\$92.30	0.00%	Not Applicable	Not Applicable
	\$300.69	N/C	N/C	N/C	1/1/2019	12/31/2019	\$96.92	5.00%	Not Applicable	Not Applicable
Jeff Olson role Principal Engineer	\$315.72	N/C	N/C	N/C	1/1/2020	12/31/2020	\$101.76	5.00%	Not Applicable	Not Applicable
	\$331.51	N/C	N/C	N/C	1/1/2021	12/31/2021	\$106.85	5.00%	Not Applicable	Not Applicable
	\$348.08	N/C	N/C	N/C	1/1/2022	12/31/2022	\$112.19	5.00%	Not Applicable	Not Applicable
Karen Tatman role Principal Engineer	\$268.99	N/C	N/C	N/C	1/1/2018	12/31/2018	\$86.70	0.00%	Not Applicable	Not Applicable
	\$282.44	N/C	N/C	N/C	1/1/2019	12/31/2019	\$91.04	5.00%	Not Applicable	Not Applicable
	\$296.57	N/C	N/C	N/C	1/1/2020	12/31/2020	\$95.59	5.00%	Not Applicable	Not Applicable
Principal Engineer	\$311.39	N/C	N/C	N/C	1/1/2021	12/31/2021	\$100.37	5.00%	Not Applicable	Not Applicable
	\$326.96	N/C	N/C	N/C	1/1/2022	12/31/2022	\$105.38	5.00%	Not Applicable	Not Applicable
	\$268.99	N/C	N/C	N/C	1/1/2018	12/31/2018	\$86.70	0.00%	Not Applicable	Not Applicable
Principal Engineer	\$282.44	N/C	N/C	N/C	1/1/2019	12/31/2019	\$91.04	5.00%	Not Applicable	Not Applicable
	\$296.57	N/C	N/C	N/C	1/1/2020	12/31/2020	\$95.59	5.00%	Not Applicable	Not Applicable
	\$311.39	N/C	N/C	N/C	1/1/2021	12/31/2021	\$100.37	5.00%	Not Applicable	Not Applicable
Principal Engineer	\$326.96	N/C	N/C	N/C	1/1/2022	12/31/2022	\$105.38	5.00%	Not Applicable	Not Applicable
	\$268.99	N/C	N/C	N/C	1/1/2018	12/31/2018	\$86.70	0.00%	Not Applicable	Not Applicable
	\$282.44	N/C	N/C	N/C	1/1/2019	12/31/2019	\$91.04	5.00%	Not Applicable	Not Applicable
Principal Engineer	\$296.57	N/C	N/C	N/C	1/1/2020	12/31/2020	\$95.59	5.00%	Not Applicable	Not Applicable
	\$311.39	N/C	N/C	N/C	1/1/2021	12/31/2021	\$100.37	5.00%	Not Applicable	Not Applicable
	\$326.96	N/C	N/C	N/C	1/1/2022	12/31/2022	\$105.38	5.00%	Not Applicable	Not Applicable

Employee Name	Hourly Billing Rates?	Effective date of hourly rate	Actual or Avg.	% or \$	Hourly range - for	Billing Rate Range
Jason Jurrens role Associate Principal Engineer	N/C	1/1/2018	\$87.00	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$91.35	5.00%		
	N/C	1/1/2020	\$95.92	5.00%		
	N/C	1/1/2021	\$100.71	5.00%		
	N/C	1/1/2022	\$105.75	5.00%		
Lance Schrey role Associate Principal Engineer	N/C	1/1/2018	\$87.00	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$91.35	5.00%		
	N/C	1/1/2020	\$95.92	5.00%		
	N/C	1/1/2021	\$100.71	5.00%		
	N/C	1/1/2022	\$105.75	5.00%		
Carolyn Davis role Senior Project Manager	N/C	1/1/2018	\$82.60	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$86.73	5.00%		
	N/C	1/1/2020	\$91.07	5.00%		
	N/C	1/1/2021	\$95.62	5.00%		
	N/C	1/1/2022	\$100.40	5.00%		
Earl Seaberg role Senior Project Manager	N/C	1/1/2018	\$80.60	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$84.63	5.00%		
	N/C	1/1/2020	\$88.86	5.00%		
	N/C	1/1/2021	\$93.30	5.00%		
	N/C	1/1/2022	\$97.97	5.00%		
Michele Johnson role Senior Engineer	N/C	1/1/2018	\$82.40	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$86.52	5.00%		
	N/C	1/1/2020	\$90.85	5.00%		
	N/C	1/1/2021	\$95.39	5.00%		
	N/C	1/1/2022	\$100.16	5.00%		
Martin Pohl role Senior Engineer	N/C	1/1/2018	\$79.10	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$83.06	5.00%		
	N/C	1/1/2020	\$87.21	5.00%		
	N/C	1/1/2021	\$91.57	5.00%		
	N/C	1/1/2022	\$96.15	5.00%		
J. Kerry Theran role Senior Engineer	N/C	1/1/2018	\$78.40	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$82.32	5.00%		
	N/C	1/1/2020	\$86.44	5.00%		
	N/C	1/1/2021	\$90.76	5.00%		
	N/C	1/1/2022	\$95.30	5.00%		
Rodney Simmons role Senior Engineer	N/C	1/1/2018	\$77.30	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$81.17	5.00%		
	N/C	1/1/2020	\$85.22	5.00%		
	N/C	1/1/2021	\$89.48	5.00%		
	N/C	1/1/2022	\$93.96	5.00%		
Greg Young role Senior Engineer	N/C	1/1/2018	\$76.40	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$80.22	5.00%		
	N/C	1/1/2020	\$84.23	5.00%		
	N/C	1/1/2021	\$88.44	5.00%		
	N/C	1/1/2022	\$92.86	5.00%		
Garrett McLaughlin role Senior Engineer	N/C	1/1/2018	\$74.80	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$78.54	5.00%		
	N/C	1/1/2020	\$82.47	5.00%		
	N/C	1/1/2021	\$86.59	5.00%		
	N/C	1/1/2022	\$90.92	5.00%		
Leland Mason role Senior Engineer	N/C	1/1/2018	\$73.40	0.00%	Not Applicable	Not Applicable
	N/C	1/1/2019	\$77.07	5.00%		
	N/C	1/1/2020	\$80.92	5.00%		
	N/C	1/1/2021	\$84.97	5.00%		
	N/C	1/1/2022	\$89.22	5.00%		

Name/Title/Department/Location	Hourly Billing Rates ²		Effective date of hourly rate	Actual or Avg.	% or \$	Hourly range - for	Billing Rate Range
	2018	2019					
Maxwell Katt role Senior Engineer	\$219.04	N/C	1/1/2018	\$70.60	0.00%	Not Applicable	Not Applicable
	\$229.99	N/C	1/1/2019	\$74.13	5.00%		
	\$241.49	N/C	1/1/2020	\$77.84	5.00%		
	\$253.57	N/C	1/1/2021	\$81.73	5.00%		
	\$266.25	N/C	1/1/2022	\$85.81	5.00%		
Mike Sanchez role Senior Engineer	\$219.04	N/C	1/1/2018	\$70.60	0.00%	Not Applicable	Not Applicable
	\$229.99	N/C	1/1/2019	\$74.13	5.00%		
	\$241.49	N/C	1/1/2020	\$77.84	5.00%		
	\$253.57	N/C	1/1/2021	\$81.73	5.00%		
	\$266.25	N/C	1/1/2022	\$85.81	5.00%		
Peter Vacura role Senior Engineer	\$217.18	N/C	1/1/2018	\$70.00	0.00%	Not Applicable	Not Applicable
	\$228.04	N/C	1/1/2019	\$73.50	5.00%		
	\$239.44	N/C	1/1/2020	\$77.18	5.00%		
	\$251.41	N/C	1/1/2021	\$81.03	5.00%		
	\$263.98	N/C	1/1/2022	\$85.09	5.00%		
Scott McCauley role Senior Engineer	\$212.22	N/C	1/1/2018	\$68.40	0.00%	Not Applicable	Not Applicable
	\$222.83	N/C	1/1/2019	\$71.82	5.00%		
	\$233.97	N/C	1/1/2020	\$75.41	5.00%		
	\$245.67	N/C	1/1/2021	\$79.18	5.00%		
	\$257.95	N/C	1/1/2022	\$83.14	5.00%		
Robert Ferguson role Senior Engineer	\$197.94	N/C	1/1/2018	\$63.80	0.00%	Not Applicable	Not Applicable
	\$207.84	N/C	1/1/2019	\$66.99	5.00%		
	\$218.23	N/C	1/1/2020	\$70.34	5.00%		
	\$229.15	N/C	1/1/2021	\$73.86	5.00%		
	\$240.60	N/C	1/1/2022	\$77.55	5.00%		
Russ Norton role Senior Engineer	\$194.84	N/C	1/1/2018	\$62.80	0.00%	Not Applicable	Not Applicable
	\$204.58	N/C	1/1/2019	\$65.94	5.00%		
	\$214.81	N/C	1/1/2020	\$69.24	5.00%		
	\$225.55	N/C	1/1/2021	\$72.70	5.00%		
	\$236.83	N/C	1/1/2022	\$76.33	5.00%		
Brett Karnes role Senior Engineer	\$171.88	N/C	1/1/2018	\$55.40	0.00%	Not Applicable	Not Applicable
	\$180.48	N/C	1/1/2019	\$58.17	5.00%		
	\$189.50	N/C	1/1/2020	\$61.08	5.00%		
	\$198.98	N/C	1/1/2021	\$64.13	5.00%		
	\$208.93	N/C	1/1/2022	\$67.34	5.00%		
Joshua Goodall role Senior Engineer	\$168.78	N/C	1/1/2018	\$54.40	0.00%	Not Applicable	Not Applicable
	\$177.22	N/C	1/1/2019	\$57.12	5.00%		
	\$186.08	N/C	1/1/2020	\$59.98	5.00%		
	\$195.38	N/C	1/1/2021	\$62.97	5.00%		
	\$205.15	N/C	1/1/2022	\$66.12	5.00%		
Craig Polglase role Senior Engineering Tech	\$184.29	\$276.44	1/1/2018	\$59.40	0.00%	Not Applicable	Not Applicable
	\$193.51	\$290.26	1/1/2019	\$62.37	5.00%		
	\$203.18	\$304.78	1/1/2020	\$65.49	5.00%		
	\$213.34	\$320.01	1/1/2021	\$68.76	5.00%		
	\$224.01	\$336.01	1/1/2022	\$72.20	5.00%		
Lacey Smith role Associate Engineer	\$191.12	N/C	1/1/2018	\$61.60	0.00%	Not Applicable	Not Applicable
	\$200.68	N/C	1/1/2019	\$64.68	5.00%		
	\$210.71	N/C	1/1/2020	\$67.91	5.00%		
	\$221.24	N/C	1/1/2021	\$71.31	5.00%		
	\$232.31	N/C	1/1/2022	\$74.88	5.00%		
Krassimir Panayotov role Associate Engineer	\$187.71	N/C	1/1/2018	\$60.50	0.00%	Not Applicable	Not Applicable
	\$197.09	N/C	1/1/2019	\$63.53	5.00%		
	\$206.95	N/C	1/1/2020	\$66.70	5.00%		
	\$217.29	N/C	1/1/2021	\$70.04	5.00%		
	\$228.16	N/C	1/1/2022	\$73.54	5.00%		

Name of Employee/Client/Contract	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg.	% or \$	Hourly range - for	Billing Rate Range
	12/31/2018	12/31/2019	12/31/2018	12/31/2019				
Andrew Mitchell role Associate Engineer	\$182.74	N/C	1/1/2018	12/31/2018	\$58.90	0.00%	Not Applicable	Not Applicable
	\$191.88	N/C	1/1/2019	12/31/2019	\$61.85	5.00%		
	\$201.47	N/C	1/1/2020	12/31/2020	\$64.94	5.00%	Not Applicable	Not Applicable
	\$211.55	N/C	1/1/2021	12/31/2021	\$68.18	5.00%		
	\$222.12	N/C	1/1/2022	12/31/2022	\$71.59	5.00%	Not Applicable	Not Applicable
	\$161.95	N/C	1/1/2018	12/31/2018	\$52.20	0.00%		
Juan Cruz role Associate Engineer	\$170.05	N/C	1/1/2019	12/31/2019	\$54.81	5.00%	Not Applicable	Not Applicable
	\$178.56	N/C	1/1/2020	12/31/2020	\$57.55	5.00%		
	\$187.48	N/C	1/1/2021	12/31/2021	\$60.43	5.00%	Not Applicable	Not Applicable
	\$196.86	N/C	1/1/2022	12/31/2022	\$63.45	5.00%		
Ryan Kotey role Associate Engineer	\$153.89	N/C	1/1/2018	12/31/2018	\$49.60	0.00%	Not Applicable	Not Applicable
	\$161.58	N/C	1/1/2019	12/31/2019	\$52.08	5.00%		
	\$169.66	N/C	1/1/2020	12/31/2020	\$54.68	5.00%	Not Applicable	Not Applicable
	\$178.14	N/C	1/1/2021	12/31/2021	\$57.42	5.00%		
	\$187.05	N/C	1/1/2022	12/31/2022	\$60.29	5.00%	Not Applicable	Not Applicable
	\$119.76	N/C	1/1/2018	12/31/2018	\$38.60	0.00%		
Nefody Piatkoff role Associate Engineer	\$125.75	N/C	1/1/2019	12/31/2019	\$40.53	5.00%	Not Applicable	Not Applicable
	\$132.04	N/C	1/1/2020	12/31/2020	\$42.56	5.00%		
	\$138.64	N/C	1/1/2021	12/31/2021	\$44.68	5.00%	Not Applicable	Not Applicable
	\$145.57	N/C	1/1/2022	12/31/2022	\$46.92	5.00%		
Carlos Silva role Assistant Engineer II	\$172.81	\$259.22	1/1/2018	12/31/2018	\$55.70	0.00%	Not Applicable	Not Applicable
	\$181.45	\$272.18	1/1/2019	12/31/2019	\$58.49	5.00%		
	\$190.53	\$285.79	1/1/2020	12/31/2020	\$61.41	5.00%	Not Applicable	Not Applicable
	\$200.05	\$300.08	1/1/2021	12/31/2021	\$64.48	5.00%		
	\$210.06	\$315.08	1/1/2022	12/31/2022	\$67.70	5.00%	Not Applicable	Not Applicable
	\$146.13	\$219.20	1/1/2018	12/31/2018	\$47.10	0.00%		
Samatha Narra role Assistant Engineer II	\$153.44	\$230.16	1/1/2019	12/31/2019	\$49.46	5.00%	Not Applicable	Not Applicable
	\$161.11	\$241.67	1/1/2020	12/31/2020	\$51.93	5.00%		
	\$169.17	\$253.75	1/1/2021	12/31/2021	\$54.52	5.00%	Not Applicable	Not Applicable
	\$177.62	\$266.44	1/1/2022	12/31/2022	\$57.25	5.00%		
Chris Brazil role Assistant Engineer I	\$108.28	\$162.42	1/1/2018	12/31/2018	\$34.90	0.00%	Not Applicable	Not Applicable
	\$113.69	\$170.54	1/1/2019	12/31/2019	\$36.65	5.00%		
	\$119.38	\$179.07	1/1/2020	12/31/2020	\$38.48	5.00%	Not Applicable	Not Applicable
	\$125.35	\$188.02	1/1/2021	12/31/2021	\$40.40	5.00%		
	\$131.62	\$197.42	1/1/2022	12/31/2022	\$42.42	5.00%	Not Applicable	Not Applicable
	\$106.73	\$160.09	1/1/2018	12/31/2018	\$34.40	0.00%		
Salim Bouzin role Assistant Engineer I	\$112.07	\$168.10	1/1/2019	12/31/2019	\$36.12	5.00%	Not Applicable	Not Applicable
	\$117.67	\$176.50	1/1/2020	12/31/2020	\$37.93	5.00%		
	\$123.55	\$185.33	1/1/2021	12/31/2021	\$39.82	5.00%	Not Applicable	Not Applicable
	\$129.73	\$194.59	1/1/2022	12/31/2022	\$41.81	5.00%		
Carl Hughes role Assistant Engineer I	\$103.94	\$155.90	1/1/2018	12/31/2018	\$33.50	0.00%	Not Applicable	Not Applicable
	\$109.13	\$163.70	1/1/2019	12/31/2019	\$35.18	5.00%		
	\$114.59	\$171.89	1/1/2020	12/31/2020	\$36.93	5.00%	Not Applicable	Not Applicable
	\$120.32	\$180.48	1/1/2021	12/31/2021	\$38.78	5.00%		
	\$126.34	\$189.50	1/1/2022	12/31/2022	\$40.72	5.00%	Not Applicable	Not Applicable
	\$102.39	\$153.58	1/1/2018	12/31/2018	\$33.00	0.00%		
Ashley Hanson role Assistant Engineer I	\$107.50	\$161.26	1/1/2019	12/31/2019	\$34.65	5.00%	Not Applicable	Not Applicable
	\$112.88	\$169.32	1/1/2020	12/31/2020	\$36.38	5.00%		
	\$118.52	\$177.79	1/1/2021	12/31/2021	\$38.20	5.00%	Not Applicable	Not Applicable
	\$124.45	\$186.67	1/1/2022	12/31/2022	\$40.11	5.00%		
Kevin Williams role Assistant Engineer I	\$100.83	\$151.25	1/1/2018	12/31/2018	\$32.50	0.00%	Not Applicable	Not Applicable
	\$105.88	\$158.81	1/1/2019	12/31/2019	\$34.13	5.00%		
	\$111.17	\$166.75	1/1/2020	12/31/2020	\$35.83	5.00%	Not Applicable	Not Applicable
	\$116.73	\$175.09	1/1/2021	12/31/2021	\$37.62	5.00%		
	\$122.56	\$183.85	1/1/2022	12/31/2022	\$39.50	5.00%	Not Applicable	Not Applicable

Name	Hourly Billing Rates ²										Effective date of hourly rate	Actual or Avg.	% or \$	Hourly range - for	Billing Rate Range
	\$91.22	\$136.82	\$182.43	\$136.82	\$182.43	\$136.82	\$182.43	\$136.82	\$182.43	\$136.82					
Liam Kucey Role Assistant Engineer I	\$95.78	\$143.67	\$191.55	\$143.67	\$191.55	\$143.67	\$191.55	\$143.67	\$191.55	\$143.67	\$191.55	\$29.40	0.00%	Not Applicable	Not Applicable
	\$100.57	\$150.85	\$201.13	\$150.85	\$201.13	\$150.85	\$201.13	\$150.85	\$201.13	\$150.85	\$201.13	\$30.87	5.00%	Not Applicable	Not Applicable
	\$105.59	\$158.39	\$211.19	\$158.39	\$211.19	\$158.39	\$211.19	\$158.39	\$211.19	\$158.39	\$211.19	\$32.41	5.00%	Not Applicable	Not Applicable
	\$110.87	\$166.31	\$221.75	\$166.31	\$221.75	\$166.31	\$221.75	\$166.31	\$221.75	\$166.31	\$221.75	\$34.03	5.00%	Not Applicable	Not Applicable
	\$87.49	\$131.24	\$174.99	\$131.24	\$174.99	\$131.24	\$174.99	\$131.24	\$174.99	\$131.24	\$174.99	\$28.20	0.00%	Not Applicable	Not Applicable
Scott Sinclair Role Assistant Engineer I	\$91.87	\$137.80	\$183.74	\$137.80	\$183.74	\$137.80	\$183.74	\$137.80	\$183.74	\$137.80	\$183.74	\$29.61	5.00%	Not Applicable	Not Applicable
	\$96.46	\$144.69	\$192.92	\$144.69	\$192.92	\$144.69	\$192.92	\$144.69	\$192.92	\$144.69	\$192.92	\$31.09	5.00%	Not Applicable	Not Applicable
	\$101.28	\$151.93	\$202.57	\$151.93	\$202.57	\$151.93	\$202.57	\$151.93	\$202.57	\$151.93	\$202.57	\$32.65	5.00%	Not Applicable	Not Applicable
	\$106.35	\$159.52	\$212.70	\$159.52	\$212.70	\$159.52	\$212.70	\$159.52	\$212.70	\$159.52	\$212.70	\$34.28	5.00%	Not Applicable	Not Applicable
Igor Kotsyubuk Role Intern	\$65.15	\$97.73	\$130.31	\$97.73	\$130.31	\$97.73	\$130.31	\$97.73	\$130.31	\$97.73	\$130.31	\$21.00	0.00%	Not Applicable	Not Applicable
	\$68.41	\$102.62	\$136.82	\$102.62	\$136.82	\$102.62	\$136.82	\$102.62	\$136.82	\$102.62	\$136.82	\$22.05	5.00%	Not Applicable	Not Applicable
	\$71.83	\$107.75	\$143.67	\$107.75	\$143.67	\$107.75	\$143.67	\$107.75	\$143.67	\$107.75	\$143.67	\$23.15	5.00%	Not Applicable	Not Applicable
	\$75.42	\$113.14	\$150.85	\$113.14	\$150.85	\$113.14	\$150.85	\$113.14	\$150.85	\$113.14	\$150.85	\$24.31	5.00%	Not Applicable	Not Applicable
	\$79.20	\$118.79	\$158.39	\$118.79	\$158.39	\$118.79	\$158.39	\$118.79	\$158.39	\$118.79	\$158.39	\$25.53	5.00%	Not Applicable	Not Applicable
Jim Thornton Role Survey Manager	\$199.81	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$64.40	0.00%	Not Applicable	Not Applicable
	\$209.80	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$67.62	5.00%	Not Applicable	Not Applicable
	\$220.29	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$71.00	5.00%	Not Applicable	Not Applicable
	\$231.30	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$74.55	5.00%	Not Applicable	Not Applicable
	\$242.87	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$78.28	5.00%	Not Applicable	Not Applicable
Alfonso Dabu Role Survey Tech	\$139.62	\$209.42	\$279.23	\$209.42	\$279.23	\$209.42	\$279.23	\$209.42	\$279.23	\$209.42	\$279.23	\$45.00	0.00%	Not Applicable	Not Applicable
	\$146.60	\$219.90	\$293.19	\$219.90	\$293.19	\$219.90	\$293.19	\$219.90	\$293.19	\$219.90	\$293.19	\$47.25	5.00%	Not Applicable	Not Applicable
	\$153.93	\$230.89	\$307.85	\$230.89	\$307.85	\$230.89	\$307.85	\$230.89	\$307.85	\$230.89	\$307.85	\$49.61	5.00%	Not Applicable	Not Applicable
	\$161.62	\$242.44	\$323.25	\$242.44	\$323.25	\$242.44	\$323.25	\$242.44	\$323.25	\$242.44	\$323.25	\$52.09	5.00%	Not Applicable	Not Applicable
	\$169.70	\$232.69	\$339.41	\$232.69	\$339.41	\$232.69	\$339.41	\$232.69	\$339.41	\$232.69	\$339.41	\$54.70	5.00%	Not Applicable	Not Applicable
Bob Maechler Role CAD Manager	\$155.13	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$50.00	0.00%	Not Applicable	Not Applicable
	\$162.89	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$52.50	5.00%	Not Applicable	Not Applicable
	\$171.03	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$55.13	5.00%	Not Applicable	Not Applicable
	\$179.58	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$57.88	5.00%	Not Applicable	Not Applicable
	\$188.56	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	\$60.78	5.00%	Not Applicable	Not Applicable
Patrick Kenney Role CAD Tech	\$107.97	\$161.95	\$215.94	\$161.95	\$215.94	\$161.95	\$215.94	\$161.95	\$215.94	\$161.95	\$215.94	\$34.80	0.00%	Not Applicable	Not Applicable
	\$113.37	\$170.05	\$226.74	\$170.05	\$226.74	\$170.05	\$226.74	\$170.05	\$226.74	\$170.05	\$226.74	\$36.54	5.00%	Not Applicable	Not Applicable
	\$119.04	\$178.56	\$238.07	\$178.56	\$238.07	\$178.56	\$238.07	\$178.56	\$238.07	\$178.56	\$238.07	\$38.37	5.00%	Not Applicable	Not Applicable
	\$124.99	\$187.48	\$249.98	\$187.48	\$249.98	\$187.48	\$249.98	\$187.48	\$249.98	\$187.48	\$249.98	\$40.29	5.00%	Not Applicable	Not Applicable
	\$131.24	\$196.86	\$262.48	\$196.86	\$262.48	\$196.86	\$262.48	\$196.86	\$262.48	\$196.86	\$262.48	\$42.30	5.00%	Not Applicable	Not Applicable
John Snyder Role Construction Inspector	\$152.65	\$228.97	\$305.29	\$228.97	\$305.29	\$228.97	\$305.29	\$228.97	\$305.29	\$228.97	\$305.29	\$49.20	0.00%	Not Applicable	Not Applicable
	\$160.28	\$240.42	\$320.56	\$240.42	\$320.56	\$240.42	\$320.56	\$240.42	\$320.56	\$240.42	\$320.56	\$51.66	5.00%	Not Applicable	Not Applicable
	\$168.29	\$252.44	\$336.59	\$252.44	\$336.59	\$252.44	\$336.59	\$252.44	\$336.59	\$252.44	\$336.59	\$54.24	5.00%	Not Applicable	Not Applicable
	\$176.71	\$265.06	\$353.42	\$265.06	\$353.42	\$265.06	\$353.42	\$265.06	\$353.42	\$265.06	\$353.42	\$56.96	5.00%	Not Applicable	Not Applicable
	\$185.54	\$278.32	\$371.09	\$278.32	\$371.09	\$278.32	\$371.09	\$278.32	\$371.09	\$278.32	\$371.09	\$59.80	5.00%	Not Applicable	Not Applicable
Paul Reese Role Info Tech	\$201.36	\$302.04	\$402.72	\$302.04	\$402.72	\$302.04	\$402.72	\$302.04	\$402.72	\$302.04	\$402.72	\$64.90	0.00%	Not Applicable	Not Applicable
	\$211.43	\$317.14	\$422.85	\$317.14	\$422.85	\$317.14	\$422.85	\$317.14	\$422.85	\$317.14	\$422.85	\$68.15	5.00%	Not Applicable	Not Applicable
	\$222.00	\$333.00	\$443.99	\$333.00	\$443.99	\$333.00	\$443.99	\$333.00	\$443.99	\$333.00	\$443.99	\$71.55	5.00%	Not Applicable	Not Applicable
	\$233.10	\$349.65	\$466.19	\$349.65	\$466.19	\$349.65	\$466.19	\$349.65	\$466.19	\$349.65	\$466.19	\$75.13	5.00%	Not Applicable	Not Applicable
	\$244.75	\$367.13	\$489.50	\$367.13	\$489.50	\$367.13	\$489.50	\$367.13	\$489.50	\$367.13	\$489.50	\$78.89	5.00%	Not Applicable	Not Applicable
Brian Farrell Role Info Tech	\$114.80	\$172.19	\$229.59	\$172.19	\$229.59	\$172.19	\$229.59	\$172.19	\$229.59	\$172.19	\$229.59	\$37.00	0.00%	Not Applicable	Not Applicable
	\$120.54	\$180.80	\$241.07	\$180.80	\$241.07	\$180.80	\$241.07	\$180.80	\$241.07	\$180.80	\$241.07	\$38.85	5.00%	Not Applicable	Not Applicable
	\$126.56	\$189.84	\$253.12	\$189.84	\$253.12	\$189.84	\$253.12	\$189.84	\$253.12	\$189.84	\$253.12	\$40.79	5.00%	Not Applicable	Not Applicable
	\$132.89	\$199.34	\$265.78	\$199.34	\$265.78	\$199.34	\$265.78	\$199.34	\$265.78	\$199.34	\$265.78	\$42.83	5.00%	Not Applicable	Not Applicable
	\$139.53	\$209.30	\$279.07	\$209.30	\$279.07	\$209.30	\$279.07	\$209.30	\$279.07	\$209.30	\$279.07	\$44.97	5.00%	Not Applicable	Not Applicable
Desiree Acol Role Project Manager Assistant	\$147.06	\$220.59	\$294.13	\$220.59	\$294.13	\$220.59	\$294.13	\$220.59	\$294.13	\$220.59	\$294.13	\$47.40	0.00%	Not Applicable	Not Applicable
	\$154.42	\$231.62	\$308.83	\$231.62	\$308.83	\$231.62	\$308.83	\$231.62	\$308.83	\$231.62	\$308.83	\$49.77	5.00%	Not Applicable	Not Applicable
	\$162.14	\$243.20	\$324.27	\$243.20	\$324.27	\$243.20	\$324.27	\$243.20	\$324.27	\$243.20	\$324.27	\$52.26	5.00%	Not Applicable	Not Applicable
	\$170.24	\$255.36	\$340.49	\$255.36	\$340.49	\$255.36	\$340.49	\$255.36	\$340.49	\$255.36	\$340.49	\$54.87	5.00%	Not Applicable	Not Applicable
	\$178.76	\$268.13	\$357.51	\$268.13	\$357.51	\$268.13	\$357.51	\$268.13	\$357.51	\$268.13	\$357.51	\$57.61	5.00%	Not Applicable	Not Applicable

EXHIBIT 10-H2 COST PROPOSAL (PAGE 1 of 2)

Note: Mark-ups are Not Allowed

Consultant Name Crawford & Associates, Inc.

Prime Consultant

Sub Consultant

Project Name Various (Humboldt County)

3/18/2019

Participation Amount \$ 40,000.00

For Combined Rate

Fringe Benefit 81% + Overhead 122% + General Administration 20% = Combined Indirect Cost Rate (ICR) 223%
 (= 0% if included in OH) (= 0% if included in OH)

FEE % = 10%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. ³ hourly rate ³	% or \$ increase	Hourly range - for classifications only
Benjamin Crawford	\$ 224.19	\$ 258.90	\$ 293.60	1/1/2019 12/31/2019	\$ 63.10		Not Applicable
Richard Sowers Principal	\$ 230.92	\$ 266.67	\$ 302.41	1/1/2020 12/31/2020	\$ 64.99	3%	3%
	\$ 237.85	\$ 274.67	\$ 311.48	1/1/2021 12/31/2021	\$ 66.94	3%	3%
	\$ 244.98	\$ 282.91	\$ 320.83	1/1/2022 12/31/2022	\$ 68.95	3%	3%
Eric Nichols Principal	\$ 188.45	\$ 217.62	\$ 246.80	1/1/2019 12/31/2019	\$ 53.04		Not Applicable
	\$ 194.10	\$ 224.15	\$ 254.20	1/1/2020 12/31/2020	\$ 54.63	3%	3%
	\$ 199.93	\$ 230.88	\$ 261.82	1/1/2021 12/31/2021	\$ 56.27	3%	3%
	\$ 205.93	\$ 237.80	\$ 269.68	1/1/2022 12/31/2022	\$ 57.96	3%	3%
Stan Walker * Senior Geologist	\$ 149.23	\$ 172.33	\$ 195.43	1/1/2019 12/31/2019	\$ 42.00		\$42.00-\$36.05
	\$ 153.70	\$ 177.50	\$ 201.29	1/1/2020 12/31/2020	\$ 43.26	3%	3%
	\$ 158.31	\$ 182.82	\$ 207.33	1/1/2021 12/31/2021	\$ 44.56	3%	3%
	\$ 163.06	\$ 188.31	\$ 213.55	1/1/2022 12/31/2022	\$ 45.89	3%	3%
Senior Engineer	\$ 126.24	\$ 145.78	\$ 165.32	1/1/2019 12/31/2019	\$ 35.53		\$36.05-\$35.00
	\$ 130.03	\$ 150.15	\$ 170.28	1/1/2020 12/31/2020	\$ 36.60	3%	3%
	\$ 133.93	\$ 154.66	\$ 175.39	1/1/2021 12/31/2021	\$ 37.69	3%	3%
	\$ 137.94	\$ 159.30	\$ 180.65	1/1/2022 12/31/2022	\$ 38.82	3%	3%
Project Engineer II	\$ 119.13	\$ 137.57	\$ 156.02	1/1/2019 12/31/2019	\$ 33.53		\$36.05-\$31.00
	\$ 122.71	\$ 141.70	\$ 160.70	1/1/2020 12/31/2020	\$ 34.54	3%	3%
	\$ 126.39	\$ 145.95	\$ 165.52	1/1/2021 12/31/2021	\$ 35.57	3%	3%
	\$ 130.18	\$ 150.33	\$ 170.48	1/1/2022 12/31/2022	\$ 36.64	3%	3%
Project Engineer I	\$ 98.31	\$ 113.53	\$ 128.75	1/1/2019 12/31/2019	\$ 27.67		\$30.50-\$28.00
	\$ 101.26	\$ 116.94	\$ 132.61	1/1/2020 12/31/2020	\$ 28.50	3%	3%
	\$ 104.30	\$ 120.44	\$ 136.59	1/1/2021 12/31/2021	\$ 29.36	3%	3%
	\$ 107.43	\$ 124.06	\$ 140.69	1/1/2022 12/31/2022	\$ 30.24	3%	3%
Mauricio Arias * Project Engineer I	\$ 99.48	\$ 114.88	\$ 130.28	1/1/2019 12/31/2019	\$ 28.00		\$30.50-\$28.00
	\$ 102.47	\$ 118.33	\$ 134.19	1/1/2020 12/31/2020	\$ 28.84	3%	3%
	\$ 105.54	\$ 121.88	\$ 138.22	1/1/2021 12/31/2021	\$ 29.71	3%	3%
	\$ 108.71	\$ 125.54	\$ 142.36	1/1/2022 12/31/2022	\$ 30.60	3%	3%
Staff Engineer / Drafting	\$ 63.07	\$ 72.83	\$ 82.59	1/1/2019 12/31/2019	\$ 17.75		\$23-\$12.50
	\$ 64.96	\$ 75.01	\$ 85.07	1/1/2020 12/31/2020	\$ 18.28	3%	3%
	\$ 66.91	\$ 77.26	\$ 87.62	1/1/2021 12/31/2021	\$ 18.83	3%	3%
	\$ 68.91	\$ 79.58	\$ 90.25	1/1/2022 12/31/2022	\$ 19.40	3%	3%
Amando Castro * Staff Engineer	\$ 88.83	\$ 102.58	\$ 116.33	1/1/2019 12/31/2019	\$ 25.00		\$23-\$12.50
	\$ 91.49	\$ 105.65	\$ 119.81	1/1/2020 12/31/2020	\$ 25.75	3%	3%
	\$ 94.23	\$ 108.82	\$ 123.41	1/1/2021 12/31/2021	\$ 26.52	3%	3%
	\$ 97.06	\$ 112.09	\$ 127.11	1/1/2022 12/31/2022	\$ 27.32	3%	3%
Project Assistant	\$ 85.41	\$ 98.64	\$ 111.86	1/1/2019 12/31/2019	\$ 24.04		\$24.04-\$18.00
	\$ 87.98	\$ 101.60	\$ 115.21	1/1/2020 12/31/2020	\$ 24.76	3%	3%
	\$ 90.62	\$ 104.64	\$ 118.67	1/1/2021 12/31/2021	\$ 25.50	3%	3%
	\$ 93.33	\$ 107.78	\$ 122.23	1/1/2022 12/31/2022	\$ 26.27	3%	3%

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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

Consultant **Crawford & Associates, Inc.**

Project No. **Various (Humboldt County)**

Date **3/18/2019**

Contract No. **On-Call Management, Structural Analysis, Design Eng**

Sub to **Quincy Engineering**

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Mileage (Current IRS Rate)	1000	1000	\$ 0.58	\$580
Per Diem (Meals & Lodging, Humboldt County, Per Day)	8	8	\$ 136.00	\$1,088
Misc	1	1	\$ 176.00	\$176
Drilling	1	1	\$ 4,000.00	\$4,000
Traffic Controls	1	1	\$ 1,500.00	\$1,500
Laboratory Testing	1	1	\$ 1,000.00	\$1,000
Permit Fees	1	1	\$ 563.96	\$564
Environmental Data Report	1	1	\$ 500.00	\$500
			Estimated ODC Total	\$9,408
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
			Estimated ODC Total including Subconsultants	\$9,408

NOTES:

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

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford

Title *: President

Signature: 

Date of Certification: March 18, 2019

Email: ben.crawford@crawford-inc.com

Phone number: (916) 455-4225

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

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering



Exhibit 10-H2 Cost Proposal
Specific Rate of Compensation - Humboldt County DPW On-Call Bridge Program Services

Consultant: **Stantec Consulting Services Inc.** Date: **November 2018**
 Project No. **DPW2018-005** Contract No. Participation Amount: **\$135,000**
 Note: Mark-ups are Not Allowed Fringe Benefit % Overhead % General Administration % Combined %

Combined Indirect Cost Rate (ICR) 54.08% + 31.44% + 82.97% = 168.49%
 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%	
		\$223.14	\$223.14	\$223.14	1/1/2022	12/31/2022	\$75.56	3%	
14	Mark Wuestehube*/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%	
		\$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	\$71.83	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%	
		\$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%	
		\$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%	
		\$110.23	\$110.23	\$110.23	1/1/2022	12/31/2022	\$37.32	3%	
17	Senior Principal Engineer/Scientist/Planner/Consultant	\$100.87	\$100.87	\$100.87	1/1/2018	12/31/2018	\$95.13	3%	\$87.51 to \$102.75
		\$103.90	\$103.90	\$103.90	1/1/2019	12/31/2019	\$97.98	3%	\$90.14 to \$105.83
		\$107.02	\$107.02	\$107.02	1/1/2020	12/31/2020	\$100.92	3%	\$92.84 to \$109.01
		\$110.23	\$110.23	\$110.23	1/1/2021	12/31/2021	\$103.95	3%	\$95.62 to \$112.28
		\$113.96	\$113.96	\$113.96	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	\$74.77	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
		\$91.32	\$91.32	\$91.32	1/1/2022	12/31/2022	\$91.32	3%	\$84.15 to \$98.48

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	Principal Senior Associate II Engineer/Scientist/ Planner/Consultant				1/1/2018	12/31/2018	\$69.76	3%	\$64.76 to \$74.76
					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
Exempt					1/1/2022	12/31/2022	\$78.52	3%	\$72.89 to \$84.14
14	Principal Senior Associate I Engineer/Scientist/ Planner/Consultant				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
					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
Exempt					1/1/2022	12/31/2022	\$68.24	3%	\$63.60 to \$72.88
13	Associate III Engineer/Scientist/ Planner/Consultant				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
					1/1/2021	12/31/2021	\$57.78	3%	\$53.83 to \$61.74
Exempt					1/1/2022	12/31/2022	\$59.52	3%	\$55.44 to \$63.59
12	Associate II Engineer/Scientist/ Planner/Consultant				1/1/2018	12/31/2018	\$46.26	3%	\$43.26 to \$49.25
					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
Exempt					1/1/2022	12/31/2022	\$52.06	3%	\$48.69 to \$55.43
11	Associate I Engineer/Scientist/ Planner/Consultant				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
					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
Exempt/Non-exempt					1/1/2022	12/31/2022	\$45.87	3%	\$43.06 to \$48.68
10	Staff III Engineer/Scientist/ Planner/Consultant				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
					1/1/2021	12/31/2021	\$39.62	3%	\$37.44 to \$41.80
Exempt/Non-exempt					1/1/2022	12/31/2022	\$40.81	3%	\$38.56 to \$43.05
9	Staff II Engineer/Scientist/ Planner/Consultant				1/1/2018	12/31/2018	\$32.51	3%	\$30.76 to \$34.25
					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
Exempt/Non-exempt					1/1/2022	12/31/2022	\$36.58	3%	\$34.62 to \$38.55
8	Staff I Engineer/Scientist/ Planner/Consultant				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
					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
Exempt/Non-exempt					1/1/2022	12/31/2022	\$32.94	3%	\$31.24 to \$34.63
7	Technician III Engineer/Scientist/ Planner/Consultant				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
					1/1/2021	12/31/2021	\$28.83	3%	\$27.33 to \$30.32
Exempt/Non-exempt					1/1/2022	12/31/2022	\$29.69	3%	\$28.15 to \$31.23
6	Technician II Engineer/Scientist/ Planner/Consultant				1/1/2018	12/31/2018	\$23.76	3%	\$23.19 to \$25.75
					1/1/2019	12/31/2019	\$24.47	3%	\$23.88 to \$26.52
					1/1/2020	12/31/2020	\$25.20	3%	\$24.60 to \$27.32
					1/1/2021	12/31/2021	\$25.96	3%	\$25.34 to \$28.14
Non-exempt					1/1/2022	12/31/2022	\$26.74	3%	\$26.01 to \$28.50
5	Technician Engineer/Scientist/ Planner/Consultant				1/1/2018	12/31/2018	\$21.26	3%	\$20.61 to \$23.18
					1/1/2019	12/31/2019	\$21.89	3%	\$21.23 to \$23.87
					1/1/2020	12/31/2020	\$22.55	3%	\$21.87 to \$24.59
					1/1/2021	12/31/2021	\$23.23	3%	\$22.52 to \$25.32
Non-exempt					1/1/2022	12/31/2022	\$23.92	3%	\$23.19 to \$25.75

Billing Level

11

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			
Clerical/Tech Editor				1/1/2018	12/31/2018	\$40.76	\$38.26 to \$43.25
				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
Exempt/Non-exempt				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
Non-exempt				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

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, 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 SHN Engineers

Prime Consultant

Subconsultant

Project No. DPW 2018-007

Contract No. _____

Participation Amount \$ 40,000

Date 3/19/19

For Combined Rate	Fringe Benefit % + General & Administrative % 136.84 + 33.33	= 170.17	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	10 %

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ² OT(1.5x)		Effective Date of Hourly OT(2x)	From	To	Rate	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - or Classifications Only
	\$49.31	\$73.97							
Matt Herman - Project Manager Senior Surveyor	\$50.79	\$76.19	\$98.62	01/01/2019	12/31/2019		\$0.00	3%	Not Applicable
	\$52.31	\$78.47	\$101.58	01/01/2020	12/31/2020		\$0.00		
	\$68.56	\$102.84	\$104.62	01/01/2021	12/31/2021		\$0.00		
David Rask - Crew Chief Prevailing Wage	\$70.62	\$105.93	\$137.12	01/01/2019	12/31/2019		\$0.00	3%	Not Applicable
	\$72.74	\$109.11	\$141.24	01/01/2020	12/31/2020		\$0.00		
	\$88.23	\$117.64	\$145.48	01/01/2021	12/31/2021		\$0.00		
Eric Ward - Crew Chief Prevailing Wage	\$60.58	\$90.87	\$121.16	01/01/2019	12/31/2019		\$0.00	3%	Not Applicable
	\$62.40	\$93.60	\$124.80	01/01/2020	12/31/2020		\$0.00		
	\$30.00	\$45.00	\$60.00	01/01/2019	12/31/2019		\$0.00	3%	
David Rask - Office Surveyor	\$30.90	\$46.35	\$61.80	01/01/2020	12/31/2020		\$0.00		
	\$31.83	\$47.75	\$63.66	01/01/2021	12/31/2021		\$0.00		
	\$28.33	\$42.50	\$56.66	01/01/2019	12/31/2019		\$0.00	3%	
Eric Ward - Office Surveyor	\$29.18	\$43.77	\$58.36	01/01/2020	12/31/2020		\$0.00		
	\$30.06	\$45.09	\$60.12	01/01/2021	12/31/2021		\$0.00		
	\$66.09	\$99.14	\$132.18	01/01/2019	12/31/2019		\$0.00	3%	
Ramiro Massa - Technician Prevailing Wage	\$68.07	\$102.11	\$136.14	01/01/2020	12/31/2020		\$0.00		
	\$70.11	\$105.17	\$140.22	01/01/2021	12/31/2021		\$0.00		

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 SHN Engineers Prime Consultant Subconsultant

Project No. DPW 2018-007 Contract No. _____ Date 03/19/2019

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		mi.	\$0.575	\$
Equipment Rental and Supplies		day	\$300	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
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: Brenda Sigler Title *: CFO
 Signature: [Handwritten Signature] Date of Certification (mm/dd/yyyy): 3/19/19
 Email: bsigler@shh-engr.com Phone Number: 707-441-8857
 Address: 812 W. Wabash Ave. 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:

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

CONTRACT TYPE: COST PLUS FIXED FEE

CONSULTANT: SHN Consulting Engineers & Geologists, Inc.

PRIME _____ SUB _____ X 2ND TIER SUB _____ DATE: 04/24/2019

PROJECT NO.: DPW 2018-007 CONTRACT NO. _____

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

Loaded Rate Calculation table with columns for Loaded Rate, Home Office Personnel, and Field Office Personnel. Includes formulas for Normal, Overtime, and Combined rates.

Main table with columns: Name/Classification, Prevailing Wage Rate, Employee Actual Rate, Applicable Delta Fringe, Loaded Hourly Billing Rates, Escalation Increase, and Hourly Range for Class. Rows include David Rask, Eric Ward, Ramiro Massa, and Prevailing Wage Work.

1. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*). Prevailing Wage escalation of prevailing wage rate will be reflected in the loaded rates. 2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only. 3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated 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 xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience. 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 Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows: Billing rate for travel time = Loaded Rate Formula "C" above. Billing rate for regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (+ Fee) + (Delta Base + Delta Fringe) For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:



Prevailing Wage Policy

SHN Consulting Engineers & Geologists' prevailing wage policy is as follows:

Covered Services-

- Building/Construction Inspector and Field Soils and Material Tester
- Field Surveyor

Delta Payments-

Wage Deltas are defined as the difference between an employee's rate of pay and the Basic Hourly Rate for included prevailing wage job classifications as listed in the applicable Wage Determination for the location of the work.

Similarly, Fringe Deltas are the difference between the accrued values of fringe benefits provided to SHN employees and the applicable Wage Determination fringe benefits. The hourly value of SHN provided fringe benefits for health insurance and pension are calculated by the actual costs paid by SHN divided by the hours each employee works to earn them. Holiday/vacation benefits are based on the hours an employee is anticipated to work and their rate of pay.

Both Wage and Fringe deltas are paid directly to employees as an increase in their base rate of pay. Wage Deltas are increased to reflect overtime/double time/holiday pay; Fringe Deltas are not increased for overtime/double time/holiday pay.

Accounting Methods for Prevailing Wage Deltas-

Both Wage and Fringe deltas are accrued as direct labor payroll costs and paid to employees biweekly.

Because the deltas are paid as direct labor they lower SHN's indirect cost rate. Deltas are not tracked separately within SHN's accounting software.


K. Jeff Nelson, CEO

1-31-2018
Date

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant

WRECO Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. DPW 2018-007 Contract No: _____ Participation Amount: \$40,000 Date: 3/18/2019

For Combined Rate	Fringe Benefit %	+ General & Administrative %	=	Combined Indirect Cost Rate (ICR) %
For Home Office Rate	Fringe Benefit 72.69%	+ General & Administrative 64.56%	=	137.25% Home Office ICR%
For Field Office Rate	Fringe Benefit 54.41%	+ General & Administrative 35.85%	=	90.26% Field Office ICR%
				FEE % = 10.00%

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From			
Han-Bin Liang* Principal Engineer	\$248.92	N/A	N/A	3/1/2018	12/31/2018	\$95.38	
	\$256.39	N/A	N/A	1/1/2019	12/31/2019	\$98.24	3.00%
	\$264.08	N/A	N/A	1/1/2020	12/31/2020	\$101.19	3.00%
Chris Sewell* Supervising Engineer	\$182.73	N/A	N/A	3/1/2018	12/31/2018	\$70.02	
	\$188.22	N/A	N/A	1/1/2019	12/31/2019	\$72.12	3.00%
	\$193.86	N/A	N/A	1/1/2020	12/31/2020	\$74.28	3.00%
Wana Chiu* Senior Engineer	\$104.96	N/A	N/A	3/1/2018	12/31/2018	\$40.22	
	\$108.11	N/A	N/A	1/1/2019	12/31/2019	\$41.43	3.00%
	\$111.36	N/A	N/A	1/1/2020	12/31/2020	\$42.67	3.00%
Jennifer Abrams* Senior Engineer	\$134.40	N/A	N/A	3/1/2018	12/31/2018	\$51.50	
	\$138.43	N/A	N/A	1/1/2019	12/31/2019	\$53.05	3.00%
	\$142.59	N/A	N/A	1/1/2020	12/31/2020	\$54.64	3.00%
Supervising Engineer	\$195.73	N/A	N/A	3/1/2018	12/31/2018	\$75.00	
	\$201.60	N/A	N/A	1/1/2019	12/31/2019	\$77.25	3.00%
	\$207.65	N/A	N/A	1/1/2020	12/31/2020	\$79.57	3.00%
Senior Engineer/ Geotechnical Engineer/ Geologist/ Biologist/ Environmental Scientist	\$143.54	\$143.54	\$143.54	3/1/2018	12/31/2018	\$55.00	
	\$147.84	\$147.84	\$147.84	1/1/2019	12/31/2019	\$56.65	3.00%
	\$152.28	\$152.28	\$152.28	1/1/2020	12/31/2020	\$58.35	3.00%
				3/1/2018	12/31/2018	\$60.00	- \$90.00
				1/1/2019	12/31/2019	\$61.80	- \$92.70
				1/1/2020	12/31/2020	\$63.65	- \$95.48
				3/1/2018	12/31/2018	\$40.00	- \$70.00
				1/1/2019	12/31/2019	\$41.20	- \$72.10
				1/1/2020	12/31/2020	\$42.44	- \$74.26

Associate Engineer/ Geotechnical Engineer/ Geologist/ Biologist/ Environmental Scientist	\$97.87 \$100.80 \$103.83	\$97.87 \$100.80 \$103.83	\$97.87 \$100.80 \$103.83	\$97.87 \$100.80 \$103.83	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$37.50 \$38.63 \$39.78	3.00% 3.00% 3.00%	\$30.00 - \$30.90 - \$31.83 -	\$45.00 \$46.35 \$47.74
Staff Engineer/ Geotechnical Engineer/ Geologist/ Biologist/ Environmental Scientist	\$71.77 \$73.92 \$76.14	\$71.77 \$73.92 \$76.14	\$71.77 \$73.92 \$76.14	\$71.77 \$73.92 \$76.14	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$27.50 \$28.33 \$29.17	3.00% 3.00% 3.00%	\$20.00 - \$20.60 - \$21.22 -	\$35.00 \$36.05 \$37.13
Field Technician**	\$96.25 \$99.14 \$102.11	\$114.69 \$118.13 \$121.67	\$133.13 \$137.12 \$141.24	\$104.39 \$107.52 \$110.75	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$36.88 \$37.99 \$39.13	3.00% 3.00% 3.00%		Per DIR
Senior Technician	\$104.39 \$107.52 \$110.75	\$104.39 \$107.52 \$110.75	\$104.39 \$107.52 \$110.75	\$104.39 \$107.52 \$110.75	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$40.00 \$41.20 \$42.44	3.00% 3.00% 3.00%	\$30.00 - \$30.90 - \$31.83 -	\$50.00 \$51.50 \$53.05
Technician	\$58.72 \$60.48 \$62.30	\$58.72 \$60.48 \$62.30	\$58.72 \$60.48 \$62.30	\$58.72 \$60.48 \$62.30	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$22.50 \$23.18 \$23.87	3.00% 3.00% 3.00%	\$15.00 - \$15.45 - \$15.91 -	\$30.00 \$30.90 \$31.83
Senior Admin/Tech Editor	\$97.87 \$100.80 \$103.83	\$97.87 \$100.80 \$103.83	\$97.87 \$100.80 \$103.83	\$97.87 \$100.80 \$103.83	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$37.50 \$38.63 \$39.78	3.00% 3.00% 3.00%	\$30.00 - \$30.90 - \$31.83 -	\$45.00 \$46.35 \$47.74
Admin/Tech Editor	\$58.72 \$60.48 \$62.30	\$58.72 \$60.48 \$62.30	\$58.72 \$60.48 \$62.30	\$58.72 \$60.48 \$62.30	3/1/2018 1/1/2019 1/1/2020	12/31/2018 12/31/2019 12/31/2020	\$22.50 \$23.18 \$23.87	3.00% 3.00% 3.00%	\$15.00 - \$15.45 - \$15.91 -	\$30.00 \$30.90 \$31.83

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 PAGE 2 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant WRECO Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date: 3/18/2019

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Mile		Actual
Report Reproduction (Vendor)		EA	\$ 100.00	Actual
Overnight Shipment/Delivery		EA	\$ 25.00	Actual
Traffic Control		LS	\$ -	Actual
Drilling		LS	\$ -	Actual
Laboratory Testing		LS	\$ -	Actual
Rental Vehicle		EA	\$ -	Actual
Per Diem		EA	GSA Rate	Actual
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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 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: Han-Bin Liang, Ph.D., P.E. Title* President

Signature:  Date of Certification (mm/dd/yyyy): 03/18/2019

Email: hanbin_liang@wreco.com Phone Number: (925) 941-0017

Address: 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596

* 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:

Hydrology/Hydraulic services

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Ghirardelli Associates Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. Humboldt Co DPW RFQ No DPW2018-007 Contract No. N/A Participation Amount \$ 319,000.00 Date 11/15/2018

For Combined Rate	
Fringe Benefit	53.84% + Overhead 57.13% + General Administrative 0.00% = 110.97% Combined IRC %
OR	
For Home Office Rate	
Fringe Benefit	+ Overhead + General Administrative = 0.00% Home Office IRC%
For Field Office Rate	
Fringe Benefit	+ Overhead + General Administrative = 0.00% Field Office IRC %

Name/Job title/Classification ¹	Hourly Billing Rates ²		Calculation Information					
	Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. Hourly rate ³	% or \$ Increase	Hourly Range for classification only
				From	To			
CHARLES DORY Resident Engineer / Structures Representative	\$223.11	\$ 223.11	\$ 223.11	07/01/18	06/30/19	\$ 96.14		\$223.11 to \$242.62
MATTHEW McKEON* Resident Engineer / Structures Representative	\$242.62	\$ 242.62	\$ 242.62	07/01/18	06/30/19	\$ 84.46		\$196.00 to \$213.14
GINA PRCHLIK* Assistant Resident Engineer / Office Engineer	\$178.69	\$ 178.69	\$ 178.69	07/01/18	06/30/19	\$ 77.00		\$178.69 to \$194.31
ERNEST LEO* Construction Engineer	\$186.21	\$ 186.21	\$ 186.21	07/01/19	06/30/20	\$ 80.24		\$158.92 to \$172.81
MICHAEL STRAHAN* Construction Engineer	\$194.31	\$ 194.31	\$ 194.31	07/01/20	06/30/21	\$ 83.73		\$146.20 to \$158.98
JEFF SMITH* Construction Engineer	\$158.92	\$ 193.16	\$ 227.40	04/01/19	09/30/19	\$ 68.48		\$176.58 to \$184.01
	\$172.81	\$ 210.05	\$ 247.28	07/01/20	12/31/24	\$ 74.47		\$192.02 to \$274.76
	\$146.20	\$ 177.70	\$ 209.20	04/01/19	09/30/19	\$ 63.00		
	\$152.36	\$ 185.18	\$ 218.01	10/01/19	06/30/20	\$ 65.65		
	\$158.98	\$ 193.24	\$ 227.49	07/01/20	12/31/24	\$ 68.51		
	\$176.58	\$ 214.62	\$ 252.67	04/01/19	09/30/19	\$ 76.09		
	\$184.01	\$ 223.66	\$ 263.31	10/01/19	06/30/20	\$ 79.29		
	\$192.02	\$ 233.39	\$ 274.76	07/01/20	12/31/24	\$ 82.74		

(Add Pages as necessary)

NOTES:

- Key personnel MUST be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All Cost must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate *(1+IRC)*(1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the classification.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the 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 Ghirardelli Associates Prime Consultant Subconsultant 11/15/2018

Project No. Humboldt Co. DPW RFQ Contract No. N/A Date 11/15/2018
 No. DPW2018-007

SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary)				
Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	Mile	\$ 0.55	
General Printing				
Permit Fees				
Plan Sheets				
Vehicle				
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

(Add Pages as necessary)

NOTES:

1. List direct cost items with estimated costs. These cost 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 preapproved 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
8. If a consultant proposes rental cost for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principals.
10. Add pages if necessary.
11. Subconsultants must provide their own cost proposals.

February 21, 2017

Prevailing Wage Policy

Ghirardelli Associates, Inc. performs work on public works projects requiring the Company to pay certain classifications of employees a local prevailing wage rate. The local prevailing wage rate is composed of a base hourly rate of pay and an hourly fringe benefit amount. If the local prevailing wage rate is greater than the employee's standard rate of pay plus the fringe benefits received by the employee, the employee is paid the difference (the "prevailing wage delta").

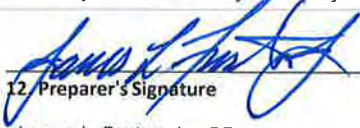
The total prevailing wage paid to the employee (the employee's standard rate of pay plus prevailing wage delta) are recorded as direct labor costs.



Randall Bruner, P.E.
President

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1)

EXHIBIT 10-01: Consultant Proposal DBE Commitment

1. Local Agency: Humboldt County		2. Contract DBE Goal: 10%	
3. Project Description: On-Call Program Management, Structural Analysis, Design Engineering, Environmental and/or Construction Management Services for various state and federally funded bridge planning, design and/or construction projects			
4. Project Location: Various locations in Humboldt County			
5. Consultant's Name: Quincy Engineering, Inc.		6. Prime Certified DBE: <input type="checkbox"/>	
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Hydrology/Hydraulics	#30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	2%
Construction Management	#12487	Ghirardelli Associates, Inc 2055 Gateway Place, Suite 410 San Jose, CA 95110 (408) 435-5503	14%
Local Agency to Complete This Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ <i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i>			11. TOTAL CLAIMED DBE PARTICIPATION 15 %
20. Local Agency Representative's Signature _____ 21. Date _____			12. Preparer's Signature  _____ 13. Date <u>March 21, 2019</u>
22. Local Agency Representative's Name _____ 23. Phone _____			14. Preparer's Name <u>James L. Foster, Jr., PE</u> 15. Phone <u>(916) 368-9181</u>
22. Local Agency Representative's Name _____			16. Preparer's Title <u>Principal Engineer</u>

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

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Program Management, Structural Analysis, Design Engineering, Environmental and/or Construction Management Services for various state and federally funded bridge planning, design and/or const. projects
 4. Project Location: Various locations in Humboldt County
 5. Consultant's Name: Quincy Engineering Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$2,300,000
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 574,000 9. Total Number of **ALL** Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Hydrology/Hydraulics	#30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	\$ 40,000
Construction Management	#12487	Ghirardelli Associates, Inc 2055 Gateway Place, Suite 410 San Jose, CA 95110 (408) 435-5503	\$ 319,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 359,000
21. Federal-Aid Project Number: _____			15 %
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p>	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<p>_____ March 21, 2019</p>	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature <i>James L. Foster, Jr., PE</i>	16. Date (916) 368-9181
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name Project Manager	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

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.

Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)

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

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

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

Consultant's Full Legal Name: QUINCY ENGINEERING, INC

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

Indirect Cost Rate:

Combined Rate 169.79 % **OR**

ICR Acceptance ID L2018-0159

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

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period *01/01/2017 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:

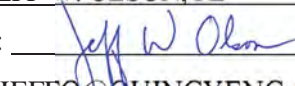
- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

ALL A&E Contract Information:

- Total participation amount \$60,435,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 6.
- Years of consultant's experience with 48 CFR Part 31 is 26.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: JEFF W. OLSON, PE Title**: CHIEF FINANCIAL OFFICER
 Signature:  Date of Certification (mm/dd/yyyy): 03/16/2018
 Email**: JEFFO@QUINCYENG.COM Phone Number**: 916.368.9181

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

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

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

**EXHIBIT 10-K CONSULTANT 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 % 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

 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 \$ 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: 

Date of Certification (mm/dd/yyyy): 3/18/19

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: 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 * 1/1/2017-12/31/2017

* 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:

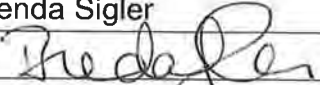
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 11 M 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): 03/19/2019
 Email**: bsigler@shn-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

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:

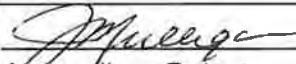
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 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: WRECO

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 137.25 % and Field Office Rate (if applicable) 90.26 %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2017 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 \$ 10,000,000 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 20.
- 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 checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

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

Name**: Han-Bin Liang, Ph.D., P.E. Title**: President
 Signature:  Date of Certification (mm/dd/yyyy): 11/8/2018
 Email**: hanbin_liang@wreco.com Phone Number**: (925) 941-0017

**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:

Combined Rate 110.97 % **OR**

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

Facilities Capital Cost of Money 0.03 % (if applicable)

Fiscal period * 1/1/2017 - 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 \$ 60,000,000 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 18.
- 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 checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

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

Name**: Alain Charles

Title**: Corporate Controller

Signature: Alain Charles Digitally signed by Alain Charles
Date: 2019.03.19 16:04:28 -07'00'

Date of Certification (mm/dd/yyyy): 03/19/2019

Email**: acharles@ghirardelliassoc.com

Phone Number**: 408.435.5503

**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.**

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

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 H – Liability Insurance