



AGENDA ITEM NO.

C20

COUNTY OF HUMBOLDT

For the meeting of: May 8, 2018

Date: April 12, 2018

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Consultant Services Agreement with SHN Consulting Engineers and Geologist, Inc.
Regarding the Provision of Construction Management Services for Jacoby Creek Bridge
(4C-124) on Brookwood Drive (4K250) at Post Mile 0.12

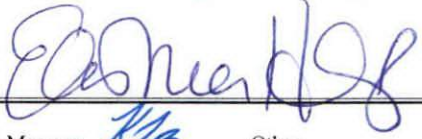
RECOMMENDATIONS:

That the Board of Supervisors:



1. Approve the selection of SHN Consulting Engineers and Geologists as the consulting firm to provide construction management services;
2. Approve and authorize the Chair of the Board to execute three (3) original copies of the attached consultant services agreement with SHN Consulting Engineers and Geologists regarding the provision of construction management services;
3. Direct the Clerk of the Board to return two (2) executed original copies of the attached consultant services agreement to the Department of Public Works for further processing.

SOURCE OF FUNDING:

Humboldt County Road Fund, Federal Highway Administration ("FHWA") Highway Bridge Program, the Toll Credit Bridge Replacement Fund

Prepared by Jeffrey A. Ball CAO Approval 

REVIEW:

Auditor County Counsel 

Personnel

Risk Manager 

Other

TYPE OF ITEM:



☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other






PREVIOUS ACTION/REFERRAL:

Board Order No. C-22

Meeting of: March 7, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor  Seconded by Supervisor 

Ayes     
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 5/8/18

By: 

Kathy Hayes, Clerk of the Board

DISCUSSION:

The rehabilitation of Jacoby Creek Bridge (4C-124) on Brookwood Drive (4K250) at Post Mile 0.12 was awarded to Kern Construction, on March 27, 2018, and work is scheduled to begin this summer. Since the Humboldt County Department of Public Works Department has limited staff to perform construction management services necessary to oversee multiple construction projects, the department issued a Request for Qualification ("RFQ") on January 3, 2017, for the purpose of creating a pool of qualified consultants who will be available to meet the department's construction management needs. The RFQ was the first step of the two-step selection process set forth in Chapter 10 of the California Department of Transportation's Local Assistance Procedures Manual.

The Board of Supervisors approved the pool of qualified consultants on March 7, 2017 (Attachment 1). On June 21, 2017, the department issued a Request for Proposals ("RFP") to the pool of qualified consultants regarding the provision of specific construction management services required for the Rehabilitation of Jacoby Creek Bridge (4C-124) on Brookwood Drive (4K250) at Post Mile 0.12. The RFP contained a specific scope of services and solicited a cost proposal and performance schedule. The proposals submitted in response to the RFP for the project were evaluated and ranked by the selection committee. The final ranking of proposals for the project was issued on December 21, 2017 (Attachment 2).

The department is now returning to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the selected consultant. The department desires to retain the services of SHN Consulting Engineers and Geologists, to assist the county in performing construction management services for this project. SHN Engineers and Geologists has provided the department with a cost proposal, final scope of work and performance schedule as required by the RFP process.

Accordingly, the department recommends that the Board of Supervisors approve and authorize the Chair of the Board of Supervisors to execute the attached Consultant Services Agreement with SHN Consulting Engineers and Geologists, regarding the provision of construction management services for the project (Attachment 3).

FINANCIAL IMPACT:

The maximum amount payable for the construction management services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the attached consultant services agreement is not to exceed One Hundred Sixty-Two Thousand Seven Hundred Thirty-Nine Dollars and Thirty Four Cents (\$162,739.34). This bridge rehabilitation project is one hundred (100) percent funded by the Federal Highway Administration, Highway Bridge Program and the Toll Credit Fund.

The recommended actions conform to the Board of Supervisors' Core Role of providing for and maintaining infrastructure. This item has no impact on the General Fund.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation (Caltrans)
Federal Highway Administration (FHWA)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the attached consultant services agreement with SHN Consulting Engineers and Geologists Regarding the Provision of Construction Management Services. However, this

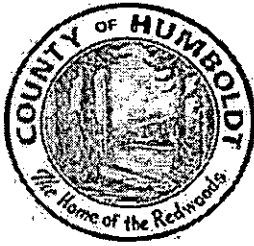
alternative is not recommended since the county has limited staff to perform construction management and oversight for this bridge rehabilitation project.

ATTACHMENTS:

1. Board of Supervisors Approval of the Pool of Qualified Consultants, dated March 7, 2017
2. Department of Public Works Final Ranking of the Proposals for Construction Management Services for Rehabilitation of Jacoby Creek Bridge (4C-124) on Brookwood Drive (4K250) at Post Mile 0.12 dated December 21, 2017
3. Consultant Services Agreement with SHN Consulting Engineers and Geologists Regarding the Provision of Construction Management Services for Jacoby Creek Bridge (4C-124) on Brookwood Drive (4K250) at Post Mile 0.12

ATTACHMENT 1

Board of Supervisors Approval of the Pool of Qualified Consultants, dated March 7, 2017



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-22

For the meeting of: March 7, 2017

Date: February 14, 2017

To: Board of Supervisors

From: *B* Thomas K. Mattson, Public Works Director

Subject: Approval of Qualified Consultants for On-Call Construction Management Services (RFQ No. DPW2017-001)

RECOMMENDATION(S):

That the Board of Supervisors;

Approve the attached pool of qualified consultants for on-call construction management services (RFQ No. DPW2017-001) for the period March 1, 2017, to March 1, 2020.

Authorize the Director of Public Works to extend the time period until March 1, 2022, at his/her discretion.

SOURCE OF FUNDING: Road Fund-Federal Highway Administration (FHWA) Highway Bridge Program, the Toll Credit Bridge Replacement Fund, and FHWA Storm Damage Funds

DISCUSSION: Due to limited staffing and expertise, certain construction management services need to be contracted out. The Department of Public Works advertised the Request for Qualification (RFQ) No. DPW 2017-001 which solicited the anticipated services. The RFQ meets federal requirements and complies with the latest guidelines from Caltrans Local Assistance Procedures Manual, Chapter 10 – Consultant Selection. A preliminary scope of services, required qualifications and evaluation criteria were used to create the pool of qualified consultants who will be available to meet the Department of Public Works' construction

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|---|--------------------------|----------------------|--------------------------------|
| Prepared by | Tony Seghetti | CAO Approval | <i>Karen Clower</i> |
| REVIEW: | | | |
| Auditor | County Counsel <i>Sm</i> | Personnel <i>Def</i> | Risk Manager _____ Other _____ |
| TYPE OF ITEM: | | | |
| <input checked="" type="checkbox"/> Consent | | | |
| <input type="checkbox"/> Departmental | | | |
| <input type="checkbox"/> Public Hearing | | | |
| <input type="checkbox"/> Other _____ | | | |
| PREVIOUS ACTION/REFERRAL: | | | |
| Board Order No. <u>C-25</u> | | | |
| Meeting of: <u>January 3, 2017</u> | | | |

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays

Abstain

Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Mar 7, 2017

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

management needs. This pool of qualified consultants, will be available to the Department of Public Works for the next three years, with an optional two year extension.

The Department of Public Works will issue a project specific Request for Proposals (RFP) to the qualified consultants. Each RFP will contain a project specific scope of services and will solicit a cost proposal for the provision of such services. The Department of Public Works will then return to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the preferred consultant for each project. The selected consultant will act as the county's agent in all or selected tasks that pertain to construction management once the projects are advertised and awarded.

Accordingly, the Department of Public Works recommends that the Board of Supervisors approve the attached list of qualified consultants regarding on-call construction management services.

FINANCIAL IMPACT: Bridge projects are one hundred percent (100%) funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are eighty-eight point fifty-three percent (88.53%) funded by FHWA and the remaining eleven point forty-seven percent (11.47%) funded by the County Road Division. There is no financial commitment until the Board approves a consultant services agreement with the selected consulting firm for each project.

The recommended action conforms to the Board of Supervisors' Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the attached list of qualified consultants for on-call construction management services. However, this option is not recommended since the Department of Public Works does not have qualified personnel to oversee all of the up-coming bridge and roadway repair projects.

ATTACHMENT:

List of Qualified Consultants for On-Call Construction Management Services developed from RFQ No. DPW2017-001

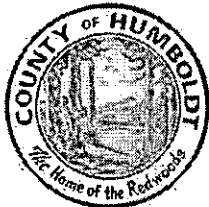
ATTACHMENT

List of Qualified Consultants for On-Call Construction Management Services developed from RFQ No. DPW2017-001

1. Caltrop Corporation
2. Drake Haglan and Associates
3. GHD Inc.
4. Ghirardelli Associates, Inc.
5. MGE Engineering, Inc.
6. Oscar Larson & Associates Consulting Engineers, Inc.
7. Quincy Engineering
8. SHN Engineers & Geologists
9. Trinity Valley Consulting Engineers

ATTACHMENT 2

Department of Public Works Final Ranking of the Proposals for Construction Management
Services for Rehabilitation of Jacoby Creek Bridge (4C-124) on Brookwood Drive
(4K250) at Post Mile 0.12, dated December 21, 2017



DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT

MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

ARCATA-EUREKA AIRPORT TERMINAL
McKINLEYVILLE
FAX 839-3596

PUBLIC WORKS BUILDING
SECOND & L ST., EUREKA
FAX 445-7409

CLARK COMPLEX
HARRIS & H ST., EUREKA
FAX 445-7388

AVIATION 839-5401

ADMINISTRATION 445-7491
BUSINESS 445-7652
ENGINEERING 445-7377

FACILITY MAINTENANCE

NATURAL RESOURCES 445-7741
PARKS 445-7651
ROADS & EQUIP. MAINT. 445-7421
445-7493

LAND USE 445-7205

December 21, 2017

Transmittal by E-mail

RE: Proposal for Construction Management Services for Rehabilitation of Jacoby Creek Bridge on Brookwood Drive, RFP No. DPW2017-008

SUBJECT: Selection Committee Review

Dear Consultants:

Thank you for submitting the Proposals for Construction Management Services for Rehabilitation of Jacoby Creek Bridge on Brookwood Drive, RFP No. DPW2017-008. The review committee has selected SHN Engineers and Geologists. Per Section 9.1 of the RFP, we request that the highest ranking consultant submit a preliminary scope of services, project schedule and cost proposal within four (4) days and attend a scoping meeting within ten (10) days after receiving this notification. If the highest ranking consultant is unresponsive or an agreement cannot be reached, then the next highest ranking consultant will be asked to submit a scope of services, project schedule and sealed cost proposal. The final ranking of the proposals are as follows:

1. SHN Engineers and Geologists
2. GHD Inc.
3. Oscar Larson & Associates Consulting Engineers, Inc.

Please call me at (707) 445-7377 if you have any comments or questions.

Sincerely,

Tony Seghetti
Deputy Director Engineering Division

cc: File

ATTACHMENT 3

Consultant Services Agreement with SHN Consulting Engineers and Geologists Regarding
the Provision of Construction Management Services for Jacoby Creek Bridge (4C-124) on
Brookwood Drive (4K250) at Post Mile 0.12

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.
CONSTRUCTION MANAGEMENT SERVICES
FOR THE REHABILITATION OF JACOBY CREEK BRIDGE (4C-124) ON BROOKWOOD
DRIVE (4K250) POST MILE 0.12**

FEDERAL AID PROJECT NO.: BRLO-5904(126)

This contract entered into this 8th day of May, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SHN Consulting Engineers & Geologists, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing Design Engineering and Project Development services, which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Gregory Hufford. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated March 26, 2018. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY at least once a month. Such reports should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on May 8, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on June 30, 2019, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Seventeen Thousand Three Hundred Eighty-One Dollars and Twenty-Five Cents (\$17,381.25). The

fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- H. The total amount payable by COUNTY including the fixed fee shall not exceed One Hundred Sixty-two Thousand Seven Hundred Thirty-Nine Dollars and Thirty-Four Cents (\$162,739.34).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If

COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000, et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR Chapter 1, Part 31, Sections 31.000, et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full

access to the CPA's work papers including making copies as necessary. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards (GAGAS); Cost Accounting Standards (CAS), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by Caltrans. Provisional rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the provisional rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the provisional rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy-five percent (75%) of the proposed rate.
 2. If Caltrans is unable to issue a cognizant letter per Section E(1) above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
 3. If CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in Section E(1) above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have

occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) CONSULTANT has completed all work required under this contract to the satisfaction of COUNTY; and (c) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items.

5. The provisional ICR will apply to this contract and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. All subcontracts entered into as a result of this contract shall contain all of the applicable provisions set forth in this contract.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated,

CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty-Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this

warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:

1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et seq.) and the

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) calendar days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is eight percent (8%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).

- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XXI – CONTINGENT FEE

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to terminate this contract without liability, pay

only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY's governing board of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- D. CONSULTANT must have any and all applicable Division of Occupational Safety and Health (CAL-OSHA) permits, as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one (1) incident, subject to a deductible of not more than Twenty-Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty-Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) calendar days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: SHN Consulting engineers and Geologists, Inc.
Attention: Gregory Hufford, Project Manager
812 W. Wabash
Eureka, California 95501

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

AND

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

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

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by

CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data and information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take

place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY's Contract Administrator.

- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.
- F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained by COUNTY as part of the contract record.

ARTICLE XXXI – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: SHN Consulting engineers and Geologists, Inc.
Attention: Gregory Hufford, Project Manager
812 W. Wabash
Eureka, California 95501

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs

and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

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

SHN CONSULTING ENGINEERS AND GEOLOGISTS, INC.:

By: K. Jeff Nelson

Date: 4-10-18

Name: K. Jeff Nelson

Title: President/CEO

By: Brenda Sigler

Date: 4-10-18

Name: Brenda Sigler

Title: CEO

COUNTY OF HUMBOLDT:

By: Ryan Sundberg

Date: 5/8/18

Ryan Sundberg

Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: R. Nelson

Date: 4/24/18

Risk Management

LIST OF ATTACHMENTS:

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

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

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

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

Attachment F – Liability Insurance

**ATTACHMENT A
SCOPE OF WORK**



CONSULTING ENGINEERS & GEOLOGISTS, INC.

812 W. Wabash • Eureka, CA 95501-2138 • 707-441-8855 • FAX: 707-441-8877 • shninfo@shn-engr.com

Reference: 017000.075

March 26, 2018

Tony Seghetti, Deputy Director Engineering Division
County of Humboldt
4406 - 2nd Street
Eureka, CA 95501

Subject: Scope and Schedule for Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

Dear Mr. Seghetti:

Thank you for considering SHN and Apex for providing construction management, resident engineering, office engineering, construction inspection, and construction staking services for the rehabilitation of the County's Jacoby Creek Bridge on Brookwood Drive.

In our role as the construction manager, we will work closely with the County, the Contractor, and the Engineer of Record to ensure that any challenges that arise during construction are handled effectively and efficiently, and we will work to ensure that all parties involved agree with regard to construction efforts.

A. Scope of Services

1.0 Preconstruction Coordination

Prior to construction beginning, the construction management team will begin reviewing project documents and initial submittals. The following tasks and assumptions are associated with preconstruction coordination:

1.1 Preconstruction Meeting

Total Hours: 12

One (1) pre-construction meeting will take place at the County of Humboldt Public Works Building. County representatives, Contractor representatives, and the SHN/Apex project team consisting of the Resident Engineer (RE), Office Engineer (OE), and Daily Inspector (DI) will attend.

We estimate 12 labor hours for this task, divided between the RE, OE, and DI.

1.2 Project Documents and Initial Submittal Review

Total Hours: 30

The OE and DI will review all project-related documents supplied by the County. Document review will focus on Contractor requirements that need to be adhered to during construction. This includes, but is not limited to, plans, specifications, permits, environmental studies, and other documents related to the project design, and the Contractor's initial submittals.

Tony Seghetti

Scope and Schedule for Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

March 2, 2018

Page 2

The initial Contractor submittals the team anticipates to review are:

- Contractor's Proposed Schedule
- Traffic Control Plan
- Water Pollution Control Program

We estimate 18 labor hours for the DI and 12 labor hours for the OE for this task.

2.0 Construction Management

Construction management will include the week-to-week, if not more frequent, correspondence between the DI, RE, Contractor, and the County. Daily inspections, review of Contractor submittals, weekly meetings, constructing staking, preparation and review of change orders and extra work claims, processing of pay estimates, billing reviews, and project documentation will be included in construction management.

2.1 Daily Inspection (Inspector's time only)

Total Hours: 560

Based on the allotted 60 working days for the Contractor to complete the project, SHN assumes 12 work weeks (Monday through Friday) will be required. For the purpose of this scope and allotted budget, we will be able to provide inspection services for 10 hours per day, for 2/3 of the project working days, and 8 hours per day for 1/3 of the working days. In addition to field inspection time, it is estimated that 80 hours for travel and office time will be required. These inspections will be performed by the DI and include the following tasks:

- Daily inspection report consisting of, but not limited to, documentation of progress or delays, controlling operations, equipment and employees on site, approximate hours worked, quantities/amount completed, discussions and agreements with Contractor and others, locations and descriptions of work, compliance or non-compliance with project documents and testing, and general observations
- Coordination of testing and inspections
- Checking-in with the RE regarding decisions, agreements, and approvals with the Contractor, and any potential project delays or changes
- Coordinating with the OE regarding general project compliance
- Leading weekly progress meetings at project site with the RE, the County, and the Contractor
- Conducting employee interviews and labor compliance
- Project documentation according to the Local Assistance Procedures Manual (LAPM) and Caltrans construction management guidelines
- Daily red line mark ups of the project plans, for use by the county to create record drawings

We estimate a 560 labor hours for this task for the DI only.

Tony Seghetti

Scope and Schedule for Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

March 2, 2018

Page 3

2.2 Submittals, Meetings, Change Orders, Claims

Total Hours: 60

The RE will participate in weekly meetings and coordinate with the DI and County. The OE will assist with change order preparation and claims, and will review submittals and certificates of compliance for all required submittals.

Submittal reviews, including any temporary bridge design reviews, assume one review of the initial submittal and one review of a re-submittal.

We estimate 10 labor hours for the DI for change orders; 20 labor hours for the RE for weekly meetings; and 30 labor hours for the OE for submittals, change orders, and potential claims.

3.0 Construction Staking

Total Hours 74

Construction staking involves the following scope items and assumptions:

- Project oversight and staking coordination with the Contractor
- Initial review of the improvement plans and setup of the staking drawing
- Search for the survey control on the site that had previously been set by the County survey crew:
 - Control was set more than 2 years ago, verification of horizontal and vertical components is assumed to be required.
- Flagging the clearing limits of the construction site
- Setting temporary bridge stakes
- Setting rough grade for temporary access road and K-rail
- Setting finished grade stakes, as needed
- Provide staking diagrams and cut sheets

Total field time for staking requirements is estimated as 40 hours of field time and 34 hours of office/travel time.

4.0 Project Closeout

Total Hours: 66

Project closeout will entail final inspections, punch list preparation, and punch list follow up. The final inspection will be a walk-through with the Contractor, RE, Assistant RE, and County to determine punch list items. Punch list preparation and follow up includes coordination with the Contractor and additional inspections to verify compliance and completion of punch list items. This assumes one additional site visit upon notice from Contractor that all punch list items are complete.

This estimate includes 27 hours for the DI and 25 hours for the OE, and 14 hours for the RE.

Tony Seghetti

Scope and Schedule for Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

March 2, 2018

Page 4

5.0 Project Management and Project Documentation

Total Hours: 60

General project management includes invoicing, overall project coordination, and communications with the County. Project documentation includes preparation of all pertinent LAPM forms, including but not limited to:

- 16A-Weekly Statement of Working days
- 16B-Subcontracting Request
- 16Z-Monthly DBE Trucking Verification Form
- 17C-Final Inspection Form
- 17F-Final Report of DBE Utilization
- 17G-Materials Certificate
- 17O- Disadvantaged Business Enterprises Certification Status Change
- 19A-Construction Review Checklist Preliminary
- 19B-Construction Review Checklist Mid-Project
- 19C-Construction Review Checklist Post-Project

This estimate includes 25 labor hours for the OE, 22 hours for the RE, 5 hours labor for the DI, and 8 labor hours for the Principal Engineer/Quality Assurance Reviewer.

B. Exclusions

SHN would be happy to provide the following services if the County requests additional support; however, the following are excluded from this scope:

- Materials testing and sampling
- As-built survey
- Preparation of as-built drawings
- Geologist or Geotechnical Engineer services
- Pre-construction inspection/documentation
- Preconstruction award package preparation
- Final report of expenditures

SHN realizes the extent of documentation, oversight, and paperwork that goes into a federally funded project. We are here to work with the County to provide a supporting resident engineer role, daily inspector, and office engineering role as identified in this scope and the request for proposals. We realize that some items included in the scope and exclusions may need to be adjusted prior to finalization of the Consultant Services Agreement.

C. Project Schedule

Our proposed project schedule is presented in Appendix 1.

Tony Seghetti

Scope and Schedule for Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

March 2, 2018

Page 5

D. Consultant Contract DBE Commitment

The signed consultant contract DBE commitment is presented in Appendix 2.

Again, I would like to thank you for the opportunity to work with the County of Humboldt on this great project. Please call me at 707-441-8855 if you have any questions.

Respectfully,

SHN Engineers & Geologists



Gregory Hufford, PE
Civil Engineer

GNH/CJL:ims

- Appendices:
1. Project Schedule
 2. Exhibit 10-O2 Consultant Contract DBE Commitment

ATTACHMENT B
COST PROPOSAL AND WORK SCHEDULE



CONSULTING ENGINEERS & GEOLOGISTS, INC.

812 W. Wabash • Eureka, CA 95501-2138 • 707-441-8855 • FAX: 707-441-8877 • shninfo@shn-engr.com

Reference: 017000.075

March 26, 2018

Tony Seghetti, Deputy Director Engineering Division
County of Humboldt
4406 - 2nd Street
Eureka, CA 95501

Subject: Fee Relating to Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

Dear Mr. Seghetti:

Thank you for considering SHN and Apex for providing construction management, resident engineering, office engineering, construction inspection, and construction staking services for the rehabilitation of the County's Jacoby Creek Bridge on Brookwood Drive.

The following staff members are anticipated to be working on the project. We've included their associated hourly rates, both regular and prevailing wage; the Project Fee Estimate is attached.

Resident Engineer: Gregory Hufford (SHN)

Hourly Rate: 119.07 \$/hr

PW Rate: 170.71

Assistant RE: Cody Long (SHN)

Office/Travel: 87.99\$/hr

Prevailing Wage: 181.71\$/hr

Prevailing Wage OT: 240.72\$/hr

Office/Travel OT: 131.99 \$/hr

QA/Principal Engineer: Mike Foget (SHN)

Hourly Rate: 164.34 \$/hr

Office Engineer: Patricia Preston (Apex)

Hourly Rate: 155.43 \$/hr

Daily Inspector: Bill McGoldrick (SHN)

Office/Travel: 113.23\$/hr

Prevailing Wage: 180.34\$/hr

Prevailing Wage OT: 239.35\$/hr

Office/Travel OT: 169.86 \$/hr

Administrative Assistant: (SHN)

Office: 97.95\$/hr

Surveyor: Tom Herman (SHN)

Hourly Rate: 174.85 \$/hr

Survey Crew Chief: Eric Ward (SHN)

Office/Travel: 74.74 \$/hr

Prevailing Wage: 153.56 \$/hr

Office/Travel OT: 112.10 \$/hr

Survey Rodman: Jordan Ludtke (SHN)

Office/Travel: 60.36 \$/hr

Prevailing Wage: 161.84 \$/hr

Office/Travel OT: 90.54 \$/hr

Daily Inspector: Jordan Ludtke (SHN)

Office/Travel: 60.36 \$/hr

Prevailing Wage: 187.14 \$/hr

Prevailing Wage OT: 246.16 \$/hr

Office/Travel OT: 90.54 \$/hr

Project Management Assistant: (SHN)

Office: 46.64\$/hr

Tony Seghetti

Fee Relating to Construction Management Services for the County of Humboldt's Rehabilitation of Jacoby Creek Bridge (4C-124)

March 2, 2018

Page 2

The following costs are associated with each task as addressed in the scope and schedule.

| | |
|--|---------------------|
| Preconstruction Coordination: | \$ 10,727.19 |
| Direct Labor, Indirect Costs, & Direct Costs | \$7,821.57 |
| Fixed Profit | \$2,905.62 |
| Construction Management: | \$115,494.62 |
| Direct Labor, Indirect Costs, & Direct Costs | \$105,636.50 |
| Fixed Profit | \$9,858.12 |
| Construction Staking: | \$ 18,448.45 |
| Direct Labor, Indirect Costs, & Direct Costs | \$15,841.26 |
| Fixed Profit | \$2,607.19 |
| Project Closeout: | \$ 18,069.07 |
| Direct Labor, Indirect Costs, & Direct Costs | \$14,566.58 |
| Fixed Profit | \$3,502.49 |
| TOTAL: | \$162,739.34 |

Please understand that because the actual scope of work for this project may differ from what we have assumed, this is not to be considered a "lump sum proposal," but rather an estimate of anticipated costs.

Please call me at 707-441-8855 if you have any questions.

Respectfully,

SHN Engineers & Geologists



Gregory Hufford, PE
Civil Engineer

GNH:lms

- Appendices:
1. Exhibit 10-H, SHN Fee Proposal
 2. Exhibit 10-H, Apex Fee Proposal
 3. Exhibit 10-H4, SHN Cost Proposal

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 Constuction Mangament Services, for the Jacoby Creek Bridge Rehab

Note: Mark-ups are Not Allowed

Consultant SHN Consulting Engineers & Geologists, Inc. Contract No. BRLO-5904(126)

Date 28-Mar-18

DIRECT LABOR

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|------------------------------|----------------------|-------|--------------------|-------------|
| Project Manager / RE | Gregory Hufford, PE | 40 | \$43.40 | \$1,736.00 |
| Principal Engineer / QA | Mike Foget, PE | 8 | \$59.90 | \$479.20 |
| *RE / Field Inspection | Gregory Hufford, PE | 20 | \$62.22 | \$1,244.40 |
| Principial Surveyor | Tom Herman, PLS | 8 | \$63.73 | \$509.84 |
| *Surveyor Crew Chief | Eric Ward | 20 | \$55.97 | \$1,119.40 |
| *Survey Tech | Jordan Ludtke, EIT | 20 | \$58.99 | \$1,179.80 |
| Office Survey Tech | Eric Ward | 16 | \$27.24 | \$435.84 |
| Office Survey Tech/Inspector | Jordan Ludtke, EIT | 20 | \$22.00 | \$440.00 |
| Office Survey Tech - OT | Eric Ward | 4 | \$40.86 | \$163.44 |
| Office Svy/Inspector - OT | Jordan Ludtke, EIT | 80 | \$33.00 | \$2,640.00 |
| *Field Inspector | Jordan Ludtke, EIT | 480 | \$68.21 | \$32,740.80 |
| Inspector - Office | Bill McGoldrick, EIT | 30 | \$41.27 | \$1,238.10 |
| *Field Inspector | Cody Long, PE | 20 | \$66.23 | \$1,324.60 |

LABOR COSTS

a) Subtotal Direct Labor Costs

\$45,251.42

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

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$45,251.42

FRINGE BENEFITS

d) Fringe Benefits (Rate: 66.88%)

e) **Total Fringe Benefits**

[(c) x (d)] \$30,264.15

INDIRECT COSTS

f) Overhead (Rate: 70.92%)

g) Overhead [(c) x (f)] \$32,092.31

h) General and Administrative (Rate: 36.56%)

i) Gen & Admin [(c) x (h)] \$16,543.92

j) **Total Indirect Costs [(e) + (g) + (i)]** \$78,900.38

FEE (Profit)

q) (Rate: 14.00%)

k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$17,381.25

OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|---|---------|-------------|-------------|
| l) Travel/Mileage Costs (supported by consultant actual costs) | 1100 | \$0.54 | \$588.50 |
| m) Survey Equipment Rental and Supplies | 3 | \$200.00 | \$600.00 |
| n) Additional Insurance | 1 | \$3,603.95 | \$3,603.95 |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | 1 | \$16,413.84 | \$16,413.84 |

p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$21,206.29

TOTAL COST [(c) + (j) + (k) + (p)] \$162,739.34

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant SHN Consulting Engineers & Geologists, Inc. Contract No. BRL0-5904(126) Date 28-Mar-18

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43187

| | | | | |
|--|----------------------------------|---|--------------------|-----------------------------|
| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration |
| \$45,251.42 | 766 | = | \$59.07 | Year 1 Avg Hourly Rate |

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

| | | | | | | |
|--------|----------------------------|---|----------------------------|---|---------|------------------------|
| Year 1 | Avg Hourly Rate \$59.07 | + | Proposed Escalation N/A | = | #VALUE! | Year 2 Avg Hourly Rate |
|--------|----------------------------|---|----------------------------|---|---------|------------------------|

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

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | * | Total Hours per Cost Proposal | = | Total Hours per Year | |
| Year 1 | 100.00% | * | 766.0 | = | 766.0 | Estimated Hours Year 1 |
| Total | 100% | | Total | = | 766.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|---|---|---------------------------------------|---|---------------|------------------------|
| | Avg Hourly Rate (calculated above) | * | Estimated hours (calculated above) | = | Cost per Year | |
| Year 1 | \$59.07 | * | 766 | = | \$45,251.42 | Estimated Hours Year 1 |
| | Total Direct Labor Cost with Escalation | | | = | \$45,251.42 | |
| | Direct Labor Subtotal before Escalation | | | = | \$45,251.42 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

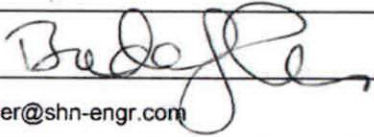
Certification of Direct Costs:

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

Prime Consultant or Subconsultant Certifying:

Name: Brenda Sigler Title *: CFO
Signature:  Date of Certification (mm/dd/yyyy): 03/29/2018
Email: bsigler@shn-engr.com Phone Number: (707) 441-8855
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:

Resident Engineer, construction inspection and management, for the rehabilitation of the Jacoby Creek Bridge (4C-124).

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

CONSULTANT: SHN Consulting Engineers & Geologists, Inc.

PRIME X SUB

2ND TIER SUB

CONTRACT TYPE: ACTUAL COST PLUS FIXED FEE

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. 594124

CONTRACT NO. RRI 0-599(135)

DATE 3/28/2018

Loaded Rate Calculation

Non-Exempt Employee Loaded Billing Rates

A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates

C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

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

| | | | | |
|-------------------------|------------------|--|--------------------------|------------|
| Home Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 66.88% | 70.92% | 36.56% | 174.36% |
| OVERTIME | 66.88% | 70.92% | 36.56% | 174.36% |
| Field Office Personnel: | Fringe Benefit % | Overhead % | General Administration % | Combined % |
| NORMAL | 66.88% | 70.92% | 36.56% | 174.36% |
| OVERTIME | 66.88% | 70.92% | 36.56% | 174.36% |
| | | Fee | | 0.00% |
| | | Applicable Multiplier Delta Base (Field) | | 1.7436 |
| | | Applicable Multiplier Fringe (Field) | | 1.7436 |

| Name/Classification | Home Office Personnel/Field Office Personnel | Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work) | | | | | | | | | | Employee Actual Rate (fringe benefits vary year over year) | | | | | | Applicable DELTA TOTAL = Employee Total - DIR Total | | | Applicable DELTA Base = DIR Rate - Employee Base | | | Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR) | | | Loaded Hourly Billing Rates | | | Effective Date of Hourly Rate | | % Escalation Increase | Actual Hourly Rate and/or Average Rate | Hourly Range for Class | |
|--|--|--|---------|-----------------|----------|-------------------------------------|---------|-------------|---------|-----------------|----------|--|---------|----------|---------|---------|----------|---|---------|----------|--|---------|----------|---|----------|----------|-----------------------------|----------|----------|-------------------------------|----------|-----------------------|--|------------------------|----|
| | | Base Salary | | Fringe Benefits | | Total Base Salary + Fringe Benefits | | Base Salary | | Fringe Benefits | | Total + Base + Fringe | | Straight | | 1.5 OT | | 2.0 OT | | Straight | | 1.5 OT | | 2.0 OT | | Straight | | 1.5 OT | | 2.0 OT | | From | | | To |
| | | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | From | To | | | | | |
| | | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | Straight | 1.5 OT | 2.0 OT | From | | | To |
| Gregory Hufford, Lead Construction Inspector | FIELD | \$45.02 | \$67.53 | \$90.04 | \$79.44 | \$74.48 | \$96.97 | \$119.48 | \$43.40 | \$65.10 | \$86.80 | \$12.24 | \$65.64 | \$77.34 | \$99.04 | \$18.82 | \$19.63 | \$20.44 | \$1.62 | \$2.43 | \$3.24 | \$17.20 | \$17.20 | \$17.20 | \$170.71 | \$232.47 | \$294.22 | 1/1/2018 | 1/1/2019 | | \$ 43.40 | N/A | | | |
| Prevailing Wage Work (non-Exempt) | | \$45.02 | \$67.53 | \$90.04 | \$79.44 | \$74.48 | \$96.97 | \$119.48 | \$43.40 | \$65.10 | \$86.80 | \$12.24 | \$65.64 | \$77.34 | \$99.04 | \$18.82 | \$19.63 | \$20.44 | \$1.62 | \$2.43 | \$3.24 | \$17.20 | \$17.20 | \$17.20 | \$170.71 | \$232.47 | \$294.22 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 43.40 | | | | |
| | | \$45.02 | \$67.53 | \$90.04 | \$79.44 | \$74.48 | \$96.97 | \$119.48 | \$43.40 | \$65.10 | \$86.80 | \$12.24 | \$65.64 | \$77.34 | \$99.04 | \$18.82 | \$19.63 | \$20.44 | \$1.62 | \$2.43 | \$3.24 | \$17.20 | \$17.20 | \$17.20 | \$170.71 | \$232.47 | \$294.22 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 43.40 | | | | |
| | | \$45.02 | \$67.53 | \$90.04 | \$79.44 | \$74.48 | \$96.97 | \$119.48 | \$43.40 | \$65.10 | \$86.80 | \$12.24 | \$65.64 | \$77.34 | \$99.04 | \$18.82 | \$19.63 | \$20.44 | \$1.62 | \$2.43 | \$3.24 | \$17.20 | \$17.20 | \$17.20 | \$170.71 | \$232.47 | \$294.22 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 43.40 | | | | |
| Jordan Ludtke Construction Inspector | FIELD | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$46.21 | \$56.72 | \$67.23 | \$21.02 | \$31.53 | \$42.04 | \$25.19 | \$25.19 | \$25.19 | \$187.14 | \$246.16 | \$305.17 | 1/1/2018 | 1/1/2019 | | \$ 22.00 | N/A | | | |
| Non-Prevailing Wage Work (non-Exempt) | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$46.21 | \$56.72 | \$67.23 | \$21.02 | \$31.53 | \$42.04 | \$25.19 | \$25.19 | \$25.19 | \$187.14 | \$246.16 | \$305.17 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 22.00 | | | | |
| | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$46.21 | \$56.72 | \$67.23 | \$21.02 | \$31.53 | \$42.04 | \$25.19 | \$25.19 | \$25.19 | \$187.14 | \$246.16 | \$305.17 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 22.00 | | | | |
| | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$46.21 | \$56.72 | \$67.23 | \$21.02 | \$31.53 | \$42.04 | \$25.19 | \$25.19 | \$25.19 | \$187.14 | \$246.16 | \$305.17 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 22.00 | | | | |
| Jordan Ludtke Survey Technician | FIELD | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$36.99 | \$43.08 | \$49.17 | \$12.18 | \$18.27 | \$24.36 | \$24.81 | \$24.81 | \$24.81 | \$161.84 | \$208.73 | \$255.62 | 1/1/2018 | 1/1/2019 | | \$ 22.00 | N/A | | | |
| Prevailing Wage Work (non-Exempt) | | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$36.99 | \$43.08 | \$49.17 | \$12.18 | \$18.27 | \$24.36 | \$24.81 | \$24.81 | \$24.81 | \$161.84 | \$208.73 | \$255.62 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 22.00 | | | | |
| | | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$36.99 | \$43.08 | \$49.17 | \$12.18 | \$18.27 | \$24.36 | \$24.81 | \$24.81 | \$24.81 | \$161.84 | \$208.73 | \$255.62 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 22.00 | | | | |
| | | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$22.00 | \$33.00 | \$44.00 | \$4.25 | \$26.25 | \$37.25 | \$48.25 | \$36.99 | \$43.08 | \$49.17 | \$12.18 | \$18.27 | \$24.36 | \$24.81 | \$24.81 | \$24.81 | \$161.84 | \$208.73 | \$255.62 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 22.00 | | | | |
| Cody Long Construction Inspector | FIELD | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$32.07 | \$48.11 | \$64.14 | \$6.23 | \$38.30 | \$54.34 | \$70.37 | \$34.16 | \$39.64 | \$45.11 | \$10.95 | \$16.43 | \$21.90 | \$23.21 | \$23.21 | \$23.21 | \$181.71 | \$240.72 | \$299.74 | 1/1/2018 | 1/1/2019 | | \$ 32.07 | N/A | | | |
| Non-Prevailing Wage Work (non-Exempt) | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$32.07 | \$48.11 | \$64.14 | \$6.23 | \$38.30 | \$54.34 | \$70.37 | \$34.16 | \$39.64 | \$45.11 | \$10.95 | \$16.43 | \$21.90 | \$23.21 | \$23.21 | \$23.21 | \$181.71 | \$240.72 | \$299.74 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 32.07 | | | | |
| | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$32.07 | \$48.11 | \$64.14 | \$6.23 | \$38.30 | \$54.34 | \$70.37 | \$34.16 | \$39.64 | \$45.11 | \$10.95 | \$16.43 | \$21.90 | \$23.21 | \$23.21 | \$23.21 | \$181.71 | \$240.72 | \$299.74 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 32.07 | | | | |
| | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$32.07 | \$48.11 | \$64.14 | \$6.23 | \$38.30 | \$54.34 | \$70.37 | \$34.16 | \$39.64 | \$45.11 | \$10.95 | \$16.43 | \$21.90 | \$23.21 | \$23.21 | \$23.21 | \$181.71 | \$240.72 | \$299.74 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 32.07 | | | | |
| Bill McGoldrick Construction Inspector | FIELD | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$41.27 | \$61.91 | \$82.54 | \$6.73 | \$48.00 | \$68.64 | \$89.27 | \$24.46 | \$25.34 | \$26.21 | \$1.75 | \$2.63 | \$3.50 | \$22.71 | \$22.71 | \$22.71 | \$180.34 | \$239.35 | \$298.37 | 1/1/2007 | 1/1/2019 | | \$ 41.27 | N/A | | | |
| Prevailing Wage Work (non-Exempt) | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$41.27 | \$61.91 | \$82.54 | \$6.73 | \$48.00 | \$68.64 | \$89.27 | \$24.46 | \$25.34 | \$26.21 | \$1.75 | \$2.63 | \$3.50 | \$22.71 | \$22.71 | \$22.71 | \$180.34 | \$239.35 | \$298.37 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 41.27 | | | | |
| | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$41.27 | \$61.91 | \$82.54 | \$6.73 | \$48.00 | \$68.64 | \$89.27 | \$24.46 | \$25.34 | \$26.21 | \$1.75 | \$2.63 | \$3.50 | \$22.71 | \$22.71 | \$22.71 | \$180.34 | \$239.35 | \$298.37 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 41.27 | | | | |
| | | \$43.02 | \$64.53 | \$86.04 | \$79.44 | \$72.48 | \$93.97 | \$115.48 | \$41.27 | \$61.91 | \$82.54 | \$6.73 | \$48.00 | \$68.64 | \$89.27 | \$24.46 | \$25.34 | \$26.21 | \$1.75 | \$2.63 | \$3.50 | \$22.71 | \$22.71 | \$22.71 | \$180.34 | \$239.35 | \$298.37 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 41.27 | | | | |
| Eric Ward, Survey Crew Chief | FIELD | \$40.15 | \$60.23 | \$80.30 | \$29.06 | \$69.21 | \$89.29 | \$109.36 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$26.73 | \$35.19 | \$41.64 | \$12.91 | \$19.37 | \$25.82 | \$15.82 | \$15.82 | \$15.82 | \$153.56 | \$208.64 | \$263.71 | 1/1/2018 | 1/1/2019 | | \$ 27.24 | N/A | | | |
| Non-Prevailing Wage Work (non-Exempt) | | \$40.15 | \$60.23 | \$80.30 | \$29.06 | \$69.21 | \$89.29 | \$109.36 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$26.73 | \$35.19 | \$41.64 | \$12.91 | \$19.37 | \$25.82 | \$15.82 | \$15.82 | \$15.82 | \$153.56 | \$208.64 | \$263.71 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 27.24 | | | | |
| | | \$40.15 | \$60.23 | \$80.30 | \$29.06 | \$69.21 | \$89.29 | \$109.36 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$26.73 | \$35.19 | \$41.64 | \$12.91 | \$19.37 | \$25.82 | \$15.82 | \$15.82 | \$15.82 | \$153.56 | \$208.64 | \$263.71 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 27.24 | | | | |
| | | \$40.15 | \$60.23 | \$80.30 | \$29.06 | \$69.21 | \$89.29 | \$109.36 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$26.73 | \$35.19 | \$41.64 | \$12.91 | \$19.37 | \$25.82 | \$15.82 | \$15.82 | \$15.82 | \$153.56 | \$208.64 | \$263.71 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 27.24 | | | | |
| Eric Ward, Survey Technician | FIELD | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$22.76 | \$26.23 | \$29.70 | \$6.94 | \$10.41 | \$13.88 | \$15.82 | \$15.82 | \$15.82 | \$137.18 | \$184.07 | \$230.96 | 1/1/2018 | 1/1/2019 | | \$ 27.24 | N/A | | | |
| Non-Prevailing Wage Work (non-Exempt) | | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$22.76 | \$26.23 | \$29.70 | \$6.94 | \$10.41 | \$13.88 | \$15.82 | \$15.82 | \$15.82 | \$137.18 | \$184.07 | \$230.96 | 1/1/2019 | 1/1/2020 | 0.00% | \$ 27.24 | | | | |
| | | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$22.76 | \$26.23 | \$29.70 | \$6.94 | \$10.41 | \$13.88 | \$15.82 | \$15.82 | \$15.82 | \$137.18 | \$184.07 | \$230.96 | 1/1/2020 | 1/1/2021 | 0.00% | \$ 27.24 | | | | |
| | | \$34.18 | \$51.27 | \$68.36 | \$29.06 | \$63.24 | \$80.33 | \$97.42 | \$27.24 | \$40.86 | \$54.48 | \$13.24 | \$40.48 | \$54.10 | \$67.72 | \$22.76 | \$26.23 | \$29.70 | \$6.94 | \$10.41 | \$13.88 | \$15.82 | \$15.82 | \$15.82 | \$137.18 | \$184.07 | \$230.96 | 1/1/2021 | 1/1/2022 | 0.00% | \$ 27.24 | | | | |
| Non-Prevailing Wage Work (Exempt) | OFFICE | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 1/1/2018 | 1/1/2019 | 0.00% | \$ 25.00 | N/A | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 1/1/2019 | 1/1/2020 | 0.00% | \$ 25.00 | | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 1/1/2020 | 1/1/2021 | 0.00% | \$ 25.00 | | | |
| | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 1/1/2021 | 1/1/2022 | 0.00% | \$ 25.00 | | | |
| Non-Prevailing Wage Work (Exempt) | | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | | |

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant APEX Civil Engineering Contract No. BRLO 5904(126) Date 1/12/2018**DIRECT LABOR**

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|------------------|-------|--------------------|-------------|
| Project Manager | Patricia Preston | 96 | \$ 68.95 | \$ 6,619.20 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 6,619.20
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 6,619.20

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 0.00%) e) **TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ 0.00

INDIRECT COSTS

- f) Overhead (Rate: 56.44%) g) Overhead [(c) x (f)] \$ 3,735.88
 h) General and Administrative (Rate: 68.99%) i) Gen & Admin [(c) x (h)] \$ 4,566.59
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 8,302.47

FEE (Profit)

- q) (Rate: 10.00%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] \$ 1,492.17

OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|---|---------|-----------|---------|
| l) Travel/Mileage Costs (supported by consultant actual costs) | | \$ | \$ 0.00 |
| m) Equipment Rental and Supplies (itemize) | | \$ | \$ 0.00 |
| n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. | | \$ | \$ 0.00 |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | | \$ | \$ 0.00 |

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 0.00**TOTAL COST** [(c) + (j) + (k) + (p)] \$ 16,413.84**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)Consultant APEX Civil Engineering Contract No. BRLO 5904 (126) Date 1/12/2018

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

| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | Avg Hourly Rate | 5 Year Contract Duration Year 1 Avg Hourly Rate |
|---|----------------------------------|-----------------------|---|
| _____ | _____ | = | _____ |

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

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|-------|-------|
| Year 1 | _____ | + | 0.00% | = | _____ | _____ |
| Year 2 | _____ | + | 0.00% | = | _____ | _____ |
| Year 3 | _____ | + | 0.00% | = | _____ | _____ |
| Year 4 | _____ | + | 0.00% | = | _____ | _____ |

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

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|-------|
| Year 1 | 0.0% | * | _____ | = | 0 | _____ |
| Year 2 | 0.0% | * | _____ | = | 0 | _____ |
| Year 3 | 0.0% | * | _____ | = | 0 | _____ |
| Year 4 | 0.0% | * | _____ | = | 0 | _____ |
| Year 5 | 0.0% | * | _____ | = | 0 | _____ |
| Total | 0% | | _____ | = | | _____ |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---------------------------------------|---|---------------------------------------|---|------------------|-------|
| Year 1 | _____ | * | 0 | = | \$ 0.00 | _____ |
| Year 2 | _____ | * | 0 | = | \$ 0.00 | _____ |
| Year 3 | _____ | * | 0 | = | \$ 0.00 | _____ |
| Year 4 | _____ | * | 0 | = | \$ 0.00 | _____ |
| Year 5 | _____ | * | 0 | = | \$ 0.00 | _____ |
| Total Direct Labor Cost with Escalation | | | | = | \$ 0.00 | |
| Direct Labor Subtotal before Escalation | | | | = | | |
| Estimated total of Direct Labor Salary Increase | | | | = | 0.00 | |

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

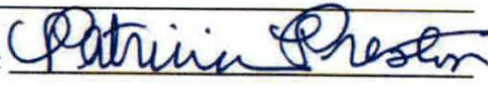
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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 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.

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

Prime Consultant or Subconsultant Certifying:




Name: Patricia Preston Title *: President
Signature:  Date of Certification (mm/dd/yyyy): 04/20/2017
Email: patricia.preston@apexcivil.com Phone Number: 916.717.2812
Address: PO Box 1196, Orangevale, CA 95662

*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:

Shop plan review assistance and office engineering.

Jacoby Creek Bridge Rehabilitation Construction Management Schedule

| | Month #1 | Month #2 | Month #3 | Month #4 | Month #5 | Month #6 |
|-------------------|--|---|----------|----------|---|----------|
| Pre-Construction |  | | | | | |
| Notice to Proceed | | ★ | | | | |
| Construction | |  | | | | |
| Project Close-out | | | | |  | |

★ = Project Milestone

ATTACHMENT C
CONSULTANT PROPOSAL DBE COMMITMENT (Exhibit 10-O1)

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % | |
|--|-----------------------------|---|-----------|--|
| | | | | |
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| | | | | |
| Local Agency to Complete this Section | | 11. TOTAL CLAIMED DBE PARTICIPATION | % | |
| 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | | |
| 20. Local Agency Representative's Signature _____ | 21. Date _____ | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____ | | |
| 22. Local Agency Representative's Name _____ | 23. Phone _____ | | | |
| 24. Local Agency Representative's Title _____ | | | | |
| | | | | |

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

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

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

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

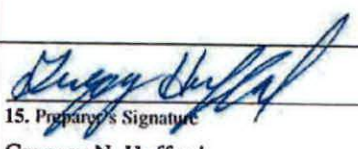
LOCAL AGENCY SECTION

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

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

| Consultant to Complete this Section | | | | | |
|---|--|---|-----------------------|--|--|
| 1. Local Agency Name: <u>Humboldt County</u> | | | | | |
| 2. Project Location: <u>Brookwood Drive, Jacoby Creek, CA</u> | | | | | |
| 3. Project Description: <u>Jacoby Creek Bridge Rehabilitation Construction Management</u> | | | | | |
| 4. Total Contract Award Amount: <u>\$ 159,209.89</u> | | | | | |
| 5. Consultant Name: <u>SHN</u> | | | | | |
| 6. Contract DBE Goal %: <u>8</u> | | | | | |
| 7. Total Dollar Amount for <u>all</u> Subconsultants: <u>\$ 16,413.84</u> | | | | | |
| 8. Total Number of <u>all</u> Subconsultants: <u>1</u> | | | | | |
| Award DBE/DBE Information | | | | | |
| 9. Description of Services to be Provided | 10. DBE/DBE Firm Contact Information | 11. DBE Cert. Number | 12. DBE Dollar Amount | | |
| Office Engineer, submittal/project documents review, SWPPP compliance | Apex Civil Engineering (916)717-2812 PO Box 1196, Orangeville, CA 95662 | 38747 | 16,413.84 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Local Agency to Complete this Section | | 13. Total Dollars Claimed | | | |
| 20. Local Agency Contract Number: _____ | | <u>\$ 16,413.84</u> | | | |
| 21. Federal-aid Project Number: _____ | | | | | |
| 22. Contract Execution Date: _____ | | 14. Total % Claimed | | | |
| Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: | | <u>10.31%</u> | | | |
| | |  15. Preparer's Signature <u>Gregory N. Hufford</u> 16. Preparer's Name (Print) <u>Resident Engineer</u> 17. Preparer's Title <u>1-22-18</u> <u>(707)441-8855</u> 18. Date 19. (Area Code) Tel. No. | | | |
| | | | | 23. Local Agency Representative Name (Print) _____ | |
| | | | | 24. Local Agency Representative Signature _____ 25. Date _____ | |
| 26. Local Agency Representative Title _____ 27. (Area Code) Tel. No. _____ | | 18. Date <u>1-22-18</u> 19. (Area Code) Tel. No. <u>(707)441-8855</u> | | | |
| Caltrans to Complete this Section | | | | | |
| Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: | | | | | |
| 28. DLAE Name (Print) _____ | 29. DLAE Signature _____ | 30. Date _____ | | | |

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION**Consultant Section***The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 Notice to Proposers DBE Information form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** - Enter the total dollar amount for all subcontracted consultants. $SUM = (DBE's + all Non-DBE's)$. Do not include the prime consultant information in this count.
8. **Total number of all subconsultants** - Enter the total number of all subcontracted consultants. $SUM = (DBE's + all Non-DBE's)$. Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces; if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-01 Consultant Proposal DBE Commitment form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** - Enter the total dollar amounts for column 13.
14. **Total % Claimed** - Enter the total DBE participation claimed for column 13. $SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount")$. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-11 DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** - Clearly enter the name of the DLAE.
29. **DLAE Signature** - DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

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

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

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

Consultant's Full Legal Name: 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's company or subsidiaries.

Indirect Cost Rate:

Indirect Cost Rate: Home Office Rate 174.36 % Field Office Rate (if applicable) _____ %, and Facility Capital Cost of Money _____ % (if applicable) for fiscal period * 1/1/16-12/31/16

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

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

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

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

Financial Management System:

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

Our consultant's financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- The approximate dollar amount \$ 11 M of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 2
- Years of consultant's experience with 48 CFR Part 31 is 20 years
- Audit history of the consultant (Check all that apply)
 - ☐ Cognizant ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit
 - ☐ Consultant's Internal ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☒ Caltrans ICR Audit

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

Name**, Brenda Sigler

Title**, CFO

Signature

Date of Certification (mm/dd/yyyy): 01/30/2018

Email**: bsigler@shin-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 Investigation

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

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

Consultant's Full Legal Name: APEX Civil Engineering

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

Indirect Cost Rate:

Indirect Cost Rate: Home Office Rate 125.43 % Field Office Rate (if applicable) _____ %, and Facility Capital Cost of Money _____ % (if applicable) for **fiscal period** * 1/1/16 to 12/31/16

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

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

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

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

Financial Management System:

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

Our consultant's financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- The approximate dollar amount \$ 16,413.84 of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 15.
- Years of consultant's experience with 48 CFR Part 31 is 4.
- Audit history of the consultant (Check all that apply)
 - ☐ Cognizant ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit
 - ☐ Consultant's Internal ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit

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

Name**: Patricia Preston

Title**: Owner

Signature



Date of Certification (mm/dd/yyyy): 04/20/2017

Email**: patricia.preston@apexcivil.com

Phone Number **: 916.717.2812

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

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

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

ATTACHMENT F
LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2018

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

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

| | | |
|--|---|---------------|
| PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025 | CONTACT NAME: Brenda Todd | |
| | PHONE (A/C, No, Ext): 800-746-0048 FAX (A/C, No): | |
| | E-MAIL ADDRESS: service@vanoppenco2.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Beazley - Lloyds 2623/623 | |
| INSURED SHN Consulting Engineers & Geologists, Inc. 812 W. Wabash Eureka CA 95501 | INSURER B: Endurance Risk Solutions | 43630 |
| | INSURER C: Travelers Property Casualty Co | 25674 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1644617758

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVP | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL(Pollution) Ded \$25K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | ENC0000232-01. | 7/1/2017 | 7/1/2018 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 S |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | BA-9F03256A | 7/1/2017 | 7/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | Y | EXC10004074204 | 7/1/2017 | 7/1/2018 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 XS of \$ GL/AL/EL |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB-9F067903 | 7/1/2017 | 7/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Professional Liability "Claims Made" \$25K Ded/Claim | | | ENC0000232-01. | 7/1/2017 | 7/1/2018 | Each Claim \$2,000,000 Aggregate \$4,000,000 Subject to GL Agg |

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

RE: Project # 594124 - Jacoby Creek Bridge

The County of Humboldt, its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agent and landlord are included as additional insured on the General Liability and Auto Liability as required by written contract. Contractual Liability is included. Coverage is primary and non-contributory and a waiver of subrogation applies as per written contract. 30 Day Notice of Cancellation applies to certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 04 |
| ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION | |

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

| Name of Additional Insured Person(s) Or Organization(s): | Location(s) of Covered Operations |
|--|---|
| Any person(s) or organization(s) where this endorsement is required by contract. | All project locations where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 07 |
| ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS | |

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|---|
| Any person(s) or organization(s) where this endorsement is required by contract. | All project locations where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 03 |
| PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION | |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 10 |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY | |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) where this endorsement is required by contract.

All Person(s) Or Organization(s) where this endorsement is required by contract.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 15 |
| ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION | |

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

| Name of Additional Insured Person(s) Or Organization(s): | Location(s) of Covered Operations |
|--|---|
| Any person(s) or organization(s) where this endorsement is required by contract. | All project locations where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages or Claims Expenses** occurring after:

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

| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 18 |
| ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS | |

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|---|
| Any person(s) or organization(s) where this endorsement is required by contract. | All project locations where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

| | |
|---|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 19 |
| OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION | |

This endorsement modifies insurance provided under all coverages applicable to this policy.
All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIV. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

XIV. OTHER INSURANCE

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

| | |
|--|-------------------------------|
| effective date of this endorsement: | policy number: ENC 0000232-01 |
| 07/01/2017 | Endorsement Number: 21 |
| WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY | |

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

| |
|--|
| Name of Additional Insured Person(s) Or Organization(s): |
| All person(s) or organization(s) where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189

COMMON POLICY DECLARATIONS

ISSUE DATE: 07/14/17

POLICY NUMBER: P-810-9F03256A-TIL-17

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

SHN CONSULTING ENGINEERS
& GEOLOGISTS, INC.
812 W. WABASH AVE
EUREKA, CA 95501-2138

2. POLICY PERIOD: From 07/01/17 to 07/01/18 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Premises Bldg.

Loc. No. No. Occupancy Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 15 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy Policy No. Insuring Company

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium \$
Due at Inception \$
Due at Each \$

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

NAME AND ADDRESS OF AGENT OR BROKER:

CONTINENTAL INS AGENCY (VX806)
PO BOX 1270
GLENWOOD SPRINGS, CO 81602

COUNTERSIGNED BY:

Authorized Representative

DATE: _____



POLICY NUMBER: P-810-9F03256A-TIL-17

EFFECTIVE DATE: 07-01-17

ISSUE DATE: 07-14-17

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T0 01 01 07 | COMMON POLICY CONDITIONS |
| IL T3 02 07 86 | CALCULATION OF PREMIUM-COMPOSITE RATE(S) |
| IL T8 25 | GENERAL PURPOSE ENDORSEMENT |

COMMERCIAL AUTOMOBILE

| | |
|---------------------------|--|
| CA T0 01 02 15 | BA- COVERAGE PART DECS (ITEMS 1 & 2) |
| CA T0 03 02 15 | BA COVERAGE PART DECS (ITEMS 4 & 5) |
| CA T0 30 02 16 | BA/AD/MC COV PART SUPPL SCH - ITEM TWO |
| CA T0 31 02 15 | TABLE OF CONTENTS-BUSINESS AUTO COV FORM |
| CA 00 01 10 13 | BUSINESS AUTO COVERAGE FORM |
| CA T4 59 02 15 | AMENDMENT OF EMPLOYEE DEFINITION |
| CA 01 43 10 13 | CALIFORNIA CHANGES |
| CA 01 49 10 13 | OREGON CHANGES |
| CA 04 24 10 13 | CA AUTO MEDICAL PAYMENTS COVERAGE |
| CA 20 01 10 13 | LESSOR - ADDL INSURED AND LOSS PAYEE |
| CA 21 05 01 16 | OR UNINSURED MOTORISTS COV - BI |
| CA 21 54 10 13 | CALIFORNIA UM COVG - BODILY INJURY |
| CA 99 03 10 13 | AUTO MEDICAL PAYMENTS COVERAGE |
| CA T3 53 02 15 | BUSINESS AUTO EXTENSION ENDORSEMENT |
| CA T4 45 04 09 | LOSS PAYABLE CLAUSE |

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL 00 21 09 08 | NUCLEAR ENERGY LIAB EXCL END-BROAD FORM |
| IL 01 42 09 08 | OREGON CHANGES-DOMESTIC PARTNERSHIP |
| IL 02 70 09 12 | CALIFORNIA CHANGES - CANC AND NONRENEWAL |
| IL 02 79 09 08 | OR CHANGES-CANCELLATION AND NONRENEWAL |
| IL T3 05 07 15 | INSURER AMENDMENT ENDORSEMENT |

POLICYHOLDER NOTICES

| | |
|----------------|---|
| PN CA 36 09 15 | CA AUTO BODY REPAIR CONS BILL OF RIGHTS |
|----------------|---|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.