



COUNTY OF MODOC

Road Department
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**CONTRACT BETWEEN MODOC COUNTY
AND
GHD INC.
FOR
PROJECT-SPECIFIC CONSULTING SERVICES
FOR
ROAD IMPROVEMENT AND SAFETY PROJECTS**

Contract # 20-VAR

THIS CONTRACT is made and entered into this 14th day July, 2020 by and between the COUNTY OF MODOC a political subdivision of the State of California, and GHD, Inc.

WITNESSETH:

WHEREAS, County desires to hire a Consultant to perform preliminary engineering services, within the County of Modoc as requested, as described herein below; and

WHEREAS, Consultant warrants that it is properly licensed and/or registered with the State of California for completing the required services, and

WHEREAS, County and Consultant desire to contract for the specified services in connection with the service contract described herein and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:

GHD Inc.

Incorporated in the State of California.

The Project Manager for the “CONSULTANT” will be Brandon Tenney, PE.

The name of the “LOCAL AGENCY” is as follows:

Modoc County Road Department.

The Contract Administrator for LOCAL AGENCY will be Dale Merrick.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated April 29, 2020. The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. 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 LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. 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.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

H. PROJECT DESCRIPTIONS

1. ***PE Services for STIP PPNO- 2581 – County Road 111N Road Rehabilitation.***

County Road 111N is a major collector road located approximately 50 miles west-northwest of Alturas, CA. County Road 111N is 5.900 miles in length and is located between State Route 139 and Stateline Road. Planned work consists of a hot mix overlay of two 11ft traffic lanes with 4 ft gravel shoulders, however, some amount of pulverizing or full-depth reclamation may be required in order to bring subbase durability to a 10 year standard. No work is planned to take place outside of Modoc County right-of-way and construction is planned for summer 2024. Preliminary engineering studies shall begin immediately to accurately define the scope of work for construction. The environmental work has already been authorized and will be performed by consultants hired by the County. The anticipated funding authorization may begin Design/PS&E in FY21/22

2. ***PE Services for STIP PPNO- 2438 – County Road 55 Road Rehabilitation.***

County Road 55 is paved, 3.50 miles in length and is located 3 miles East of Alturas, CA. Planned work consists of a hot mix overlay of two 11ft traffic lanes with 5ft gravel shoulders. No work is planned to take place outside of Modoc County right-of-way and construction is planned for summer 2026. The environmental work for CR 55 will be authorized in FY 21/22 and will be performed by consultants hired by the County while the PS&E performed FY 22/23.

3. *Planning Services for LRSPL-5903(064) for Safety Analysis/Report- Area-wide county roads*

A Local Road Safety Plan is required in order to apply for future Highway Safety Improvement Program (HSIP) funding by year 2022-2023. The analysis should be developed by a qualified entity/team/individual and completed no later than October 31, 2022. The report shall meet with Caltrans expectations and Federal guidelines.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

Scope of Work for Road Rehabilitation Projects

Task 1 - Project Management, Coordination, and Documentation

GHD will be responsible for providing all project management and quality control services throughout the duration of the contract. GHD's Project Manager will review this Scope of Work with Modoc County staff to ascertain any changes relative to their requirements. GHD will also obtain and review any additional information that the County may have pertinent to this project. Project management work items, along with ongoing communication, correspondence, and coordination with the County and other stakeholders, will be conducted as part of this Task.

Task 1.1 - Project Management and Coordination

Project management services will include, but will not be limited to: attending meetings; preparing meeting agendas and minutes; overseeing data collection and field reviews; supervise, coordinate, and monitor preparation of the project contract documents; coordinate submittals to and reviews by the County; provide quality control/quality assurance; manage all subconsultants under contract with GHD; maintain the schedule and budget and provide periodic updates; and provide monthly invoices to the County.

Task 1.2 - Project Meetings

GHD will coordinate and attend an initial project Kick-Off Meeting with County staff. GHD will prepare the meeting Agenda and take notes to ensure that all pertinent information from the meeting is captured. At the project Kick-Off Meeting, the County will provide all information pertinent to the project to GHD for use in completing the project. Additional meetings, if required, will be accomplished via teleconference, unless in-person meetings are needed and specifically requested by the County.

Task 1.3 - Caltrans LA & CTC Support

GHD will prepare the documentation necessary for the Request for Authorization to Proceed with Construction, in accordance with the Caltrans Local Assistance Procedures Manual. The County will provide any and all applicable documentation from previous authorizations to proceed that may be necessary in order to obtain construction authorization for the project.

Task 1 Deliverables

- *GHD to provide all required Project Management and Coordination.*
- *GHD to prepare the Kick-Off Meeting Agenda, meeting materials, and subsequent meeting minutes.*
- *GHD to prepare a complete Request for Authorization to proceed with Construction package.*

Task 2 - Field Surveying

Task 2.1 - Establish Project Control

GHD will establish horizontal (NAD83) and vertical (NAVD88) control for the project using Global Navigation Satellite System (GNSS) observations together with Continuously Operating Reference Stations (CORS). Sufficient control monuments will be set to perform the Topographic Surveying Task, provide targets for the Aerial Photogrammetry Task, allow the survey to be retraced, and aid in construction staking.

Task 2.2 - Field Topographic Surveying

GHD will perform limited field topographic surveying in order to ensure sufficient accuracy at critical tie-in areas for the project. This could include, but is not be limited to: surveying at each of the intersections within the limits of the project, existing culvert crossings under the roadway, existing driveways that may create difficult tie-ins to the roadway, and other facilities adjacent to the roadway that may cause difficulties in completing the design for the project.

Task 2.3 - Aerial Photogrammetry

GHD will perform aerial photogrammetry for the entire project limits, using the control targets set under Task 2.1 above. The aerial photogrammetry will include a width of approximately 200 feet, but will be reduced as necessary to reduce the amount of data stored in the project files, but will ensure sufficient data remains for project design.

Task 2 Deliverables

- *N/A. Final topographic and boundary mapping will be delivered in Task 3.*

Task 3 - Data Collection and Mapping

Task 3.1 - Data Collection and Mapping

GHD will perform a field review, create a photo log of significant existing features within the project limits, and obtain applicable and available as-built plans. GHD will coordinate with utility companies in the area to request utility mapping within the project limits, in order to help identify any conflicts that may arise for the project. Using the field surveying from Task 2 above, as-built information obtained, and utility mapping received, GHD will prepare the design-level base mapping for the project.

Task 3.2 - Right of Way Mapping

GHD will obtain and review county assessor parcel maps, survey record maps, and other applicable documents within the project limits in order to analyze and sufficiently resolve County right of way, to ensure construction of the project will not extend outside of the County's right of way. GHD will provide approximate property line locations within the project limits to ensure coordination with applicable property owners for work that may affect access to their property.

Task 3 Deliverables

- *Final design level base mapping to proceed with project design.*

Task 4 - Geotechnical Investigation

Task 4.1 - Geotechnical Investigation GHD's subconsultant, Bajada Geosciences, Inc. (Bajada), will perform geotechnical investigation services for the project to adequately define materials and roadway conditions within the project area. Prior to subsurface explorations, Bajada will obtain encroachment permits from the County. It is assumed that the County will issue these permits at no cost to Bajada or GHD. Bajada will perform coring tests for the roadway at approximate 0.25-mile intervals for the project, measure the existing pavement and aggregate base thicknesses, and identify underlying subgrade material types. In addition, Bajada will collect up to nine (9) bulk samples of subgrade soils at selected locations along the roadways to perform R-Value testing of the materials.

Once the field work and laboratory testing is complete, Bajada will analyze the existing roadway for the project based on the coring and lab testing performed. Bajada will evaluate different rehabilitation methods, including pavement overlay, pavement pulverization and overlay, full-depth reclamation, and cold-in-place recycling. All of the field investigation, lab testing, and analyses will be summarized and concluded in a written Letter-Report. The report will contain, at a minimum, the following:

- A description of the proposed project including a site plan showing the approximate location of the explorations advanced for the study

- A description of the field exploration and sampling program
- A table showing structural pavement sections measured during the field exploration
- Results of laboratory testing
- Recommendations for rehabilitation methods along the study roadways

Task 4 Deliverables

- *PDF Copy of Final Geotechnical Investigation Letter-Report.*

Task 5 - Preliminary Engineering

Task 5.1 - Prepare Preliminary Design Concepts

Based on the information gathered during previous Tasks, GHD will begin preparing preliminary design concepts for the project. GHD will develop general project locations and limits, recommend rehabilitation methods, and prepare preliminary plans and design exhibits to facilitate selection of the preferred rehabilitation method for the project. GHD will work closely with the County during this Task to ensure that the County has the information necessary to make the best decisions regarding rehabilitation methods. The rehabilitation methods we anticipate evaluating include pavement overlay, pavement pulverization and overlay, full-depth reclamation, and cold-in-place recycling.

Task 5.2 - Prepare Preliminary Cost Estimates

Based on the preliminary design concepts and rehabilitation methods evaluated during Task 5.1, GHD will prepare Preliminary Opinions of Probable Cost to summarize the anticipated costs related to each different rehabilitation method evaluated. In order to select the preferred rehabilitation method, preliminary costs should be included as part of the evaluation.

Task 5.3 - Finalize Preliminary Design

Based on analyses and evaluations from Tasks 5.1 and 5.2, GHD will finalize the preliminary design concept to move forward with for the project. The final preliminary design will include approximately 30% plans and estimate in order to memorialize the decision with respect to the preferred rehabilitation method for the project.

Task 5 Deliverables

- *Finalize Preliminary Design Concept.*
- *Five (5) Sets of 11" x 17" 30% Plans and/or Design Exhibits.*
- *One (1) PDF copy of Preliminary Opinion of Probable Cost.*

Task 6 - Preparation of Contract Documents

Based on the final preliminary design concept selected from Task 5, GHD will prepare all contract documents necessary to construct the project. These documents will include construction plans, special provisions, notice to bidders, and cost estimates. Contract documents will be prepared in accordance with Modoc County and the most current version of Caltrans standards, as well as FHWA and AASHTO standards as they apply to the project.

Submittals for review will be provided at the 60%, 90%, and Final design stages. Up to five (5) printed sets will be included at the review stages to allow the County and other applicable agencies to provide a thorough review. If requested, GHD will provide PDF copies, only or in addition to the printed copies of the submittal documents. During each review stage, GHD will respond to and incorporate as necessary, any comments received from the County or other regulatory agency. It is anticipated that the project plans will consist of the following sheets: Title Sheet, Typical Cross Sections, Layouts, Construction Details, Pavement Delineation and Signs, and Summary of Quantities. Additional sheets will be added as necessary to complete the project plans.

Task 6.1 - 60% Plans, Specifications, and Estimate (PS&E)

Based on the rehabilitation method selected during Task 5, GHD will prepare 60% design, plans, special provisions, and cost estimate for the project. Upon completion of the 60% PS&E, GHD will provide a submittal to the County for review.

Task 6.2 - 90% PS&E

Following the 60% PS&E submittal and review by the County, GHD will work with the County to agree upon revisions to be made to the PS&E. GHD will continue with project design and will prepare the 90% design, plans, special provisions, and cost estimate for the project. Upon completion of the 90% PS&E, GHD will provide a submittal to the County for review.

Task 6.3 - Final PS&E

Following the 90% PS&E submittal and review by the County, GHD will work with the County to agree upon revisions to be made to the PS&E. GHD will continue with project design and will prepare the Final design, plans, special provisions, and cost estimate for the project. Upon completion of the Final PS&E, GHD will provide a submittal to the County for final review. Upon final PS&E approval by the County, GHD will provide the required documents for the bidding process.

Task 6 Deliverables

- 60% PS&E - PDF copy and five (5) printed sets of each: 11" x 17" Plans, Special Provisions, Cost Estimate.
- 90% PS&E - PDF copy and five (5) sets of each: 11" x 17" Plans, Special Provisions, and Cost Estimate.
- Final PS&E - PDF copy and five (5) sets of each: 11" x 17" Plans, Special Provisions, and Cost Estimate.
- Upon approval of the PS&E, deliverables for the bidding process will be provided under Task 8.

Task 7 - Quality Assurance/Quality Control (QA/QC)

Task 7.1 - QA/QC

GHD will have a Quality Control Plan in effect for the duration of the contract to ensure quality assurance at all times. GHD's Principal-in-Charge of the project will provide quality control at critical milestones, while the Project Manager will provide quality control on an on-going basis. In addition, GHD's subconsultant, DP Engineering will provide independent QA/QC at critical design stages to include reviews to verify constructability of the project. The Quality Control Plan will include, but will not be limited to, the following:

- All work is independently checked, corrected, and rechecked, by a qualified engineer, registered in the State of California.
- Quality control reviews will check for consistency between the contract documents (scope alignment between the project plans and specifications).
- Constructability reviews in relation to the project plans, technical specifications, and the Caltrans standards used for reference for the project. Task 7 Deliverables
- Evidence of QA/QC reviews will be provided with each of the milestone submittals outlined in Task 6.

Task 8 - Bidding and Award Support

Task 8.1 - Bidding and Award Support

Prior to the County advertising the project for construction, GHD will provide the County with the following documents, for bidding purposes:

- PDF copy of the Final Approved Plans
- One (1) Mylar copy of the Final Approved Plans
- Electronic (DWG files) copies of the AutoCAD files for the project
- PDF copy of the Final Approved Specifications
- One (1) hard copy of the Final Approved Specifications
- Electronic (Microsoft Word) copy of the Final Approved Specifications

The County will be responsible for making additional copies of the contract documents for bidding purposes, as well as distribution to plan rooms and contractors. GHD will assist the County during the bidding and award

phases of the project to ensure the contractors understand the technical aspects of the project. This work will include, but not be limited to, the following:

- Coordinate responses to contractor and supplier technical questions and inquiries during bidding and prepare any addenda required.
- Provide any necessary drawings, modifications, and clarifications during the bidding process.
- Assist the County with bid reviews, to ensure that all bids received contain all required information, are balanced bids, bids are totaled correctly, etc.
- Provide an award recommendation to the County based on the bids reviewed.

Task 8 Deliverables

- *Provide bidding and award support as requested.*

Scope of Work for LRSP

Task 1 - Project Management and Meetings

GHD's Project Manager will review this Scope of Work with Modoc County (County), to ascertain any changes relative to their requirements. GHD will also obtain any additional information that the County may have pertinent to this project. Project management work items along with ongoing communication, correspondence, and coordination with the stakeholders and LRSP Working Group will be conducted as part of this Task.

This Proposal includes attendance at one (1) Kick-Off Meeting, two (2) LRSP Working Group Meetings, and one (1) Board of Supervisors Meeting for approval. Based on input from the LRSP Working Group, the last meeting could be a virtual public meeting. Attendance at more than these meetings, if requested, will be billed on a "Time & Materials" basis with prior authorization.

Task 1.1 - Form LRSP Working Group

At the project Kick-Off Meeting, a safety champion for the County will be assigned and discussion of possible Working Group members will occur. It is recommended that Modoc County emails out the potential LRSP Working Group to members for their concurrence in the group and overall goal of the LRSP. However, GHD is also available to lead these efforts if the County desires. After the group is formed and the crash data has been processed, the first meeting will be scheduled.

Task 1 Deliverables

- *Prepare all meeting agendas, meeting materials, and subsequent meeting minutes.*
- *Prepare monthly progress reports.*

Task 2 - Data Collection

Task 2.1 - Crash and Safety Data Collection

GHD will use the available past complete five (5) years of crash data from the County's Sheriff Office and cross check with SWITRS and TIMS, if desired. Any pertinent supplemental reports will be examined in capturing the true number of fatalities. A collision can be upgraded to a fatality after the initial collision record (per California's Collision Investigation Manual a fatal injury is "death as a result of injuries sustained in a collision, or an injury resulting in death within 30 days of a collision"). Based on feedback from the LRSP Working Group, additional observational and informal sources will be included in addressing traffic safety concerns and complaints from residents, businesses, school districts, senior centers, transit agencies, and any other local stakeholders identified by the County.

Task 2.2 - Traffic Data Collection

In performing crash rates for roadway segments and intersections, average daily traffic counts will need to be provided. GHD will use any previous traffic volume count data available, but anticipates GHD will need to supplement traffic counts. As discussed in our Approach, GHD will use Streetlight Data in capturing pre-COVID-19 conditions in calculating the crash rates for intersections and segments.

Task 3 - Collision and Roadway Data Analysis

Task 3.1 - Quantitative Crash Analysis

GHD will thoroughly analyze the data obtained in Task 2 to reveal Fatal and Severe Injury (FSI) crash trends, concentrations, and risk factors. GHD will develop a GIS database to perform spatial analysis and prepare maps that present rich, visually-compelling analysis-related content.

The choice of platforms and formats will ultimately be determined by City preference to ensure maximum utility of developed tools after completion of the LRSP. Some of the many factors that will be analyzed and summarized in this Task include:

- Location
- Intersections (safety influence area)
- Date and time
- Crash type
- Crash severity
- Violation category
- Lighting conditions

The analysis will evaluate crash frequency (high total and injury locations, crash diagrams, highest occurring crash types, and similar) and crash rate (the relationship between crash locations, traffic volumes, roadway characteristics, and crash types).

In ranking the locations, Equivalent Property Damage Only (EPDO) index and crash rates will be used in identifying the top locations to focus safety countermeasures. EPDO helps to quantify the severity of crashes based on a point assignment for societal costs per collision severity. Crash rates help to normalize the data in comparing the traffic volumes and collisions.

Task 3.2 - Identify and Evaluate Risk Factors

This Task will identify potential risk factors identified with collisions. These risk factors will be in-line with the State's SHSP identified challenge areas to reduce fatalities and serious injuries on all public roads. Once the focused challenge areas are determined, they can be used to select similar locations that could benefit from a low-cost countermeasure in mitigating risk and collisions in a systemic approach.

Task 4 - LRSP Working Group

Task 4.1 - Working Group Meetings

A LRSP Working Group will be developed with the County. This will include a Working Group of a wide range of stakeholders that are involved in the "4 E's". This Working Group will review the crash, traffic, and roadway data and establish goals, priorities, and countermeasures. The LRSP can add special attention to safety concerns identified by County staff and local "on the ground" stakeholders, such as first responders, citizens groups, and other jurisdictions as needed. There will be two (2) Working Group meetings in facilitating the LRSP process. This Task includes the meeting materials (PowerPoints, handouts, and graphics). In addition, conceptual safety project benefits will be quantified per the preliminary cost estimates from Caltrans Contract Cost Data/recent projects and crash reduction monetized costs from per the HSIP analyzer for the applicable HSIP call of projects.

After the formation of the Working Group, the initial meeting will be held with all the collision maps and available data to start the discussion of what the overall goal of the LRSP entails and what the focus challenge areas are per the SHSP. This meeting will outline the process and objectives from the group. In addition, the mission statement, goals, and vision will start formation.

The second LRSP meeting will include the overall ranking of the top intersection and segments, safety countermeasures, and possible projects in mitigating those collision trends. Based on input from the group, the overall projects will be identified in the LRSP.

Also, based on the current COVID-19 pandemic, all meetings could be virtual meetings and facilitated through available technology and tools.

Task 5 - Develop Countermeasures

Task 5.1 - Select Improvement Locations and Countermeasures

GHD will use the crash data evaluations completed in Task 3 to select appropriate safety countermeasure(s) for identified areas of concern. The goal is to provide a balance between countermeasures that mitigate on a systemic basis, while also addressing high-crash locations. GHD will prepare three (3) conceptual exhibits illustrating recommended countermeasure and location, and a preliminary estimated cost to implement the countermeasure. In addition, safety countermeasures applied systemically (i.e., edgeline and centerline striping, and/or rumble strips, and curve warning signs) can be quantified by a location basis and overall cost per location. An important objective is to identify countermeasures that can simultaneously and effectively address the source or cause of crashes that are grouped under two (2) or more of the challenge areas identified by the County.

We recognize that not all traffic safety concerns can be fully addressed by “engineering” solutions. We will identify non-engineering programs for consideration, including education, encouragement, and enforcement in collaboration with “on the ground” law enforcement and emergency service providers.

Task 5 Deliverables

- *Three (3) conceptual plan exhibits and preliminary cost estimates.*

Task 6 - Develop Safety Projects

Task 6.1 - Prioritize Projects

GHD will develop and apply a performance-based project prioritization process, using methods from the HSM and Caltrans Local Safety Roadway Manual. These will likely include the EPDO severity index and crash rates. Crash rates help to normalize the data in comparing the daily volumes entering the intersection or on the roadway with the amount of crashes. This process will ultimately determine which low-cost systemic safety improvements, or other countermeasures, could feasibly be implemented for maximum effect. The prioritization will also consider criteria reflecting County planning goals (e.g., pedestrian or bicycle facilities, proximity to schools, speed reduction/management, presence in a particular focus sub-area), capital improvement projects and schedule, and other context-specific needs reflecting the County’s challenge areas.

Task 6.2 - Calculate Benefit/Cost (B/C)

Given that the performance metric most advocated at both the state and federal level is B-C for transportation project prioritization and selection, GHD will monetize all safety benefits (i.e., collision reduction by collision severity) to allow preliminary B/C ratios to be developed with the best information available. GHD will summarize the overall costs and the overall benefit of proposed improvements in the LRSP per the HSIP analyzer methodology for the top five ranking projects or top five projects per the County’s direction.

The preliminary B-C ratio calculations will be developed using societal cost information from Caltrans Economic Parameters for crash severity and will be consistent with HSIP methodologies and requirements. However, the final B-C ratios would need to be further refined with preliminary design when the HSIP application is being prepared.

Task 6 Deliverables

- *Technical Memorandum with Prioritized List of Project of five (5) projects including proposed safety countermeasures and B/C ratio.*

Task 7 – LRSP

Task 7.1 - Development of LRSP

GHD will prepare a LRSP in accordance with Caltrans and FHWA guidelines and requirements and submit a copy of the Draft LRSP report to the City for their review and comments. After all comments have been incorporated, the Final LRSP document will be put on the County’s Board of Supervisors consent agenda for their approval.

Task 7 Deliverables

- *LRSP Draft and Final Report.*
- *A Word document and PDF copy of the Draft and Final Report will be provided and two (2) bound copies of the Final LRSP Report.*

The sum of all three projects (County Road 111N, County Road 55, and LRSP Grant) is \$240,000.

SEE ATTACHMENTS I, II, III, & IV IN EXHIBIT A.

ARTICLE III CONSULTANT’S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the 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 LOCAL AGENCY’s Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on 16th day June, 2020 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’S Contract Administrator. The contract shall end on 16th day June, 2025, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY 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 LOCAL AGENCY’S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY 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 LOCAL AGENCY 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, LOCAL AGENCY will pay CONSULTANT a fixed fee of 12%. 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, LOCAL AGENCY 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 LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 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 LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Modoc County Road Department
Attention: Dale Merrick
202 West 4th Street
Alturas, CA 96101
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$240,000.
- 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 LOCAL AGENCY'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.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY 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. LOCAL AGENCY 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, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY 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.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is \$240,000 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 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 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, sub-consultants, and LOCAL AGENCY 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, State Auditor, LOCAL AGENCY, 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. Subcontracts in excess of \$25,000 shall contain this provision.

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 LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY 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 instances 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, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager 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 LOCAL AGENCY 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.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY 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 LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by

LOCAL AGENCY'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 LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 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 \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three 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 years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

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.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY 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. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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 LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency 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 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 this 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 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 \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, 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 40), 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 (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 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. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI 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, 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. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the 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. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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 LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT 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 Federal highway Administration.

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 LOCAL AGENCY 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 LOCAL AGENCY 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. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, 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 LOCAL AGENCY'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 LOCAL AGENCY'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 **2%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) 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 applicable requirements of 49 CFR, Part 26 in the award and administration of US 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 LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 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, evaluate 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.

- 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, examine similar transactions, particularly those in which DBEs do not participate.
- 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 the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the 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 the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the 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 LOCAL AGENCY's Contract Administrator within 30 days.

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, LOCAL AGENCY has the right to annul 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 LOCAL AGENCY's Contract Administrator and Mitchell Crosby who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the 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 LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT 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 Vehicle Code, LOCAL AGENCY 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 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.

ARTICLE XXV INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. Each subconsultant performing work as part of this contract shall be insured as specified in this section. CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance for each subconsultant or provide evidence that each subconsultant is covered under the CONSULTANT's insurance policy."

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 produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY.

CONSULTANT shall furnish LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the 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 \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. 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 Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, 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 LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained 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 section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime 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 the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

GHD Inc.
Brandon Tenney, PE Project Manager
330 Hartnell Avenue, Suite B, Redding, CA 96002

LOCAL AGENCY:

Modoc County Road Department
Dale Merrick, Contract Administrator
202 West 4th Street, Alturas, CA 96101

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, 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.

ARTICLE XXXIV SIGNATURES

GHD Inc.

County of Modoc

Douglas J. Ries, PE, Principal

Chair, Board of Supervisors

DATE: _____

DATE: _____

Margaret Long, County Counsel

DATE: _____

EXHIBIT A

APPROVED CONSULTANT'S COST PROPOSAL

PROJECT-SPECIFIC CONSULTING SERVICES

FOR

ROAD IMPROVEMENT AND SAFETY PROJECTS

Attachment I

CR 111N Cost Proposal

Attachment II

CR 55 Cost Proposal

Attachment III

LRSP Cost Proposal



EXHIBIT 10-H1 COST PROPOSAL SUMMARY

Project: Modoc County Project Specific Consulting

Contract No: 20-Var

Date: June 2, 2020

Consultant: GHD Inc.

| <u>Project Description</u> | <u>GHD Total Cost</u> |
|---|------------------------------|
| STIP PPNO-2581 Road 111N Rehabilitation Project | \$100,406.21 |
| STIP PPNO-2438 Road 55 Rehabilitation Project | \$69,090.09 |
| <u>LRSP-5903(064) for Safety Analysis/Report (LRSP)</u> | <u>\$70,503.70</u> |
| Contract Total | \$240,000.00 |

Attachment I
CR 111N Cost Proposal

Project Budget
 Modoc County
 STIP PPNO-2581 Road 111N Rehabilitation Project
 Date: 4/29/2020
 PRO No. 8615

EXHIBIT B - FEE SCHEDULE



| GHD Inc. | | | | | | | | | | A | B | C | D | E | Sub-Consultants | | | Subtask Totals | Task Totals | | | | | | | | |
|---|--|-----------------------------------|---------------------------|-----------------|---------------------------|-----------|---------------------------|----------------------------|----------------------------|-------------|-------------------|-------------------|-------------------------|-----------------|-------------------|---------------|-------------|----------------|-------------|-------------|-------------|------------|-------------|------------|-------------|-------------|--------------|
| Task | Task Description | Class Rate for Budget Development | Principal In-Charge / QA | Project Manager | Assistant Project Manager | Engineers | Technicians/Technologists | Admin/Technical Apprentice | Purchases and Direct Costs | Total Hours | Total Direct | Indirect Costs | Total Direct + Indirect | Fee | GHD TOTAL G+H | QC/QA SUPPORT | MATERIALS | Total Subs | | | | | | | | | |
| | | | | | | | | | | 183,960% | | A+B | | 12.00% | | | | | | | | | | | | | |
| 1 | Project Management, Coordination and Documentation (Invoice Phase 0101) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | PM & Coordination | | 1 | 6 | | | | | | 7 | \$362.54 | \$666.93 | \$1,029.47 | \$123.54 | \$1,153.01 | | | | | | | | | | | | |
| 1.2 | Project Meetings | | | 8 | | 8 | | | | 16 | \$736.72 | \$1,355.27 | \$2,091.99 | \$251.04 | \$2,343.03 | | | | | | | | | | | | |
| 1.3 | Caltrans LA & CTC Support | | | 8 | | 4 | | | | 12 | \$556.72 | \$1,024.14 | \$1,580.86 | \$189.70 | \$1,770.56 | | | | | | | | | | | | |
| 2 | Field Surveying (Invoice Phase 0102) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Establish Project Control | | | | | 6 | 6 | | | 12 | \$510.00 | \$938.20 | \$1,448.20 | \$173.78 | \$1,621.98 | | | | | | | | | | | | |
| 2.2 | Field Topographic Survey | | | | | 8 | 8 | | | 16 | \$680.00 | \$1,250.93 | \$1,930.93 | \$231.71 | \$2,162.64 | | | | | | | | | | | | |
| 2.3 | Aerial Photogrammetry | | | | | 12 | 12 | | | 24 | \$1,020.00 | \$1,876.39 | \$2,896.39 | \$347.57 | \$3,243.96 | | | | | | | | | | | | |
| 3 | Data Collection and Mapping (Invoice Phase 0103) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | Data Collection and Mapping | | | | | 4 | 16 | 8 | | 28 | \$996.00 | \$1,832.24 | \$2,828.24 | \$339.39 | \$3,167.63 | | | | | | | | | | | | |
| 3.2 | Right-of-Way Mapping | | | | | 8 | 8 | 8 | | 24 | \$856.00 | \$1,574.70 | \$2,430.70 | \$291.68 | \$2,722.38 | | | | | | | | | | | | |
| 4 | Geotechnical Investigation (Invoice Phase 0104) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | Geotechnical Investigation | | | 2 | | 2 | | | | 4 | \$184.18 | \$338.82 | \$523.00 | \$62.76 | \$585.76 | | \$14,430.34 | \$14,430.34 | \$15,016.10 | | | | | | | | |
| 5 | Preliminary Engineering (Invoice Phase 0105) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Design Concepts | | 2 | 8 | 4 | 24 | | 10 | | 48 | \$2,078.48 | \$3,823.57 | \$5,902.05 | \$708.25 | \$6,610.30 | | | | | | | | | | | | |
| 5.2 | Prepare Preliminary Cost Estimates | | | 8 | 4 | 8 | | 10 | | 30 | \$1,198.48 | \$2,204.72 | \$3,403.20 | \$408.38 | \$3,811.58 | | | | | | | | | | | | |
| 5.3 | Finalize Preliminary Design (30% Plans) | | | 2 | 2 | 8 | | 10 | | 22 | \$795.06 | \$1,462.59 | \$2,257.65 | \$270.92 | \$2,528.57 | | | | | | | | | | | | |
| 6 | Preparation of Contract Documents (Invoice Phase 0106) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | 60 Percent Plans, Specifications and Estimate | | | 8 | 2 | 80 | | 32 | | 122 | \$4,801.60 | \$8,833.02 | \$13,634.62 | \$1,636.15 | \$15,270.77 | | | | | | | | | | | | |
| 6.2 | 90 Percent Plans, Specifications and Estimate | | | 8 | 2 | 60 | | 32 | | 102 | \$3,901.60 | \$7,177.38 | \$11,078.98 | \$1,329.48 | \$12,408.46 | | | | | | | | | | | | |
| 6.3 | Final Plans, Specifications and Estimate | | | 8 | 4 | 40 | | 40 | | 92 | \$3,298.48 | \$6,067.88 | \$9,366.36 | \$1,123.96 | \$10,490.32 | | | | | | | | | | | | |
| 7 | Quality Control-Quality Assurance (Invoice Phase 0107) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | Quality Control-Quality Assurance | | 6 | 4 | 4 | | | | | 14 | \$910.12 | \$1,674.26 | \$2,584.38 | \$310.13 | \$2,894.51 | \$2,402.40 | | \$2,402.40 | \$5,296.91 | | | | | | | | |
| 8 | Bidding and Award Support (Invoice Phase 0108) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 | Bidding and Award Support | | | 8 | 4 | 20 | | | | 32 | \$1,518.48 | \$2,793.40 | \$4,311.88 | \$517.43 | \$4,829.31 | | | | | | | | | | | | |
| GHD's Anticipated Salary Increases from EX 10H | | | | | | | | | | | \$1,005.14 | \$1,849.06 | \$2,854.20 | \$342.50 | \$3,196.70 | | | | | | | | | | | | |
| Purchases and Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | Postage and Courier Services | | 6 each @ \$50.00/each | | | | | | | | | | \$300.00 | \$ 300.00 | | | | | | \$300.00 | | | | | | | |
| B | Reproduction | | 2000 copies @ \$0.10/copy | | | | | | | | | | \$200.00 | \$ 200.00 | | | | | | \$200.00 | | | | | | | |
| C | Survey Equipment Rate (Total Station or GPS) | | 24 hours @ \$40/hour | | | | | | | | | | \$960.00 | \$ 960.00 | | | | | | \$960.00 | | | | | | | |
| D | Vehicle Mileage | | 1200 miles @ \$0.58/mile | | | | | | | | | | \$870.00 | \$ 870.00 | | | | | | \$870.00 | | | | | | | |
| E | Employee Per Diem | | 3 days @ \$144/day | | | | | | | | | | \$432.00 | \$ 432.00 | | | | | | \$432.00 | | | | | | | |
| Subtotal | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Hours | 9 | 78 | 26 | 292 | 50 | 150 | 605 | | | | | | | | | |
| | | | | | | | | | | | Dollars | \$720 | \$3,673 | \$1,571 | \$13,140 | \$2,000 | \$3,300 | \$2,762.00 | \$25,409.60 | \$46,743.50 | \$74,915.10 | \$8,658.37 | \$83,573.47 | \$2,402.40 | \$14,430.34 | \$16,832.74 | \$100,406.21 |

16.8%

- Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perform the work.
 2. Vehicle mileage will be charged at the IRS rate.
 3. Employee per diem will be capped at \$144.00 (Up to \$98.00 for lodging and \$46.00 for meals + incidentals) per 24-hour travel period.
 4. Assumes no more than two (2) move in for survey staffing.
 5. It is assumed that the above hours will be shifted between Tasks to meet actual project needs. Total charges will remain within the total contract amount, unless additional services are requested.
 6. Rates will be adjusted one time per year on July 1.



**Exhibit 10-H
Cost Proposal**

Project Budget
Modoc County
STIP PPNO-2581 Road 111N Rehabilitation Project
Date: 4/29/2020
PRO No. 8615

Contract No. _____
 Consultant GHD Inc.

Date April 29, 2020

DIRECT LABOR

| Classification Name | Range (\$) | Hours | | Initial Hourly Rate (\$) | Total |
|----------------------------|-------------------|--------------|---|---------------------------------|--------------|
| Principal Wenham | 80.00 | 9 | @ | 80.00 | \$ 720.00 |
| Project Manager Tenney | 47.09 | 78 | @ | 47.09 | \$ 3,673.02 |
| Assistant PM Blais | 60.44 | 26 | @ | 60.44 | \$ 1,571.44 |
| | 30.00 | | | | |
| Engineers Various | 80.00 | 292 | @ | 45.00 | \$ 13,140.00 |
| Technicians/ | 18.00 | | | | |
| Technologists Various | 60.00 | 50 | @ | 40.00 | \$ 2,000.00 |
| Admin/Tech | 15.00 | | | | |
| Apprentice Various | 35.00 | 150 | @ | 22.00 | \$ 3,300.00 |
| Subtotal Hours | | 605 | | | |

| | |
|---|---------------------|
| Subtotal Direct Labor Costs | \$ 24,404.46 |
| Anticipated Salary Increases (see attached calculation) | \$1,005.14 |
| Total Direct Labor Costs | \$ 25,409.60 |

| | | |
|--|-----------------------------|---------------------|
| Indirect Rate (Fringe Benefits+Overhead+G&A) | Rate 183.96% | Total \$ 46,743.50 |
| | Total Indirect Costs | \$ 46,743.50 |

| | | |
|------------|------------------|--------------------|
| FEE | Rate 12.00% | Total \$ 8,658.37 |
| | Total Fee | \$ 8,658.37 |

| OTHER COSTS | | |
|--|--------------------------|--------------------|
| Postage and Courier | | \$ 300.00 |
| Reproduction | | \$ 200.00 |
| Survey Equipment Rate (Total Station or GPS) | | \$ 960.00 |
| Vehicle Mileage | | \$ 870.00 |
| Employee Per Diem | | \$ 432.00 |
| | Total Other Costs | \$ 2,762.00 |

Total **GHD Inc.** Costs **\$ 83,573.47**

NOTE: Rates will be adjusted one time per year on July 1.



Consultant Name: GHD

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | | |
|-----------------|---|----------------------|---|------------------------|------------------------|
| DL Subtotal per | | Total Hours per Cost | | | |
| Cost Proposal | | Proposal | = | <u>Avg Hourly Rate</u> | |
| \$ 24,404.46 | / | 605 | = | \$40.34 | 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 Rates | | Proposed Escalation | | | |
| Year 1 \$40.34 | + | 5% | = | \$42.36 | Year 2 - Avg Hrly Rate |
| Year 2 \$42.36 | + | 5% | = | \$44.48 | Year 3 - Avg Hrly Rate |
| Year 3 \$44.48 | + | 5% | = | \$46.70 | Year 4 - Avg Hrly Rate |
| Year 4 \$46.70 | + | 5% | = | \$49.04 | Year 5 - Avg Hrly Rate |

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

| | | | | | |
|---------------------|---|----------------------|---|-------|------------------------|
| Estimated % of DL | | Total Hours per Cost | | | |
| Completed Each Year | | Proposal | = | | |
| Year 1 30.0% | * | 605 | = | 182 | Estimated Hours Year 1 |
| Year 2 60.0% | * | 605 | = | 363 | Estimated Hours Year 2 |
| Year 3 10.0% | * | 605 | = | 60.5 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 605 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 605 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | Total | | 605.5 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| | | | | |
|--------------------|---|--------------------|---|-------------|
| Avg Hourly Rate | | Estimated hours | | |
| (calculated above) | | (calculated above) | = | |
| Year 1 \$40.34 | * | 182 | = | \$7,341.88 |
| Year 2 \$42.36 | * | 363 | = | \$15,376.68 |
| Year 3 \$44.48 | * | 60.5 | = | \$2,691.04 |
| Year 4 \$46.70 | * | 0 | = | \$0.00 |
| Year 5 \$49.04 | * | 0 | = | \$0.00 |

| | |
|--|-------------|
| Estimated Direct Labor Costs With Escalation | \$25,409.60 |
| Direct Labor Subtotal before escalation | \$24,404.46 |
| Recalculated Escalation w/o Overhead Rate & Fees | \$1,005.14 |
| Estimated total Salary Increases | |

COUNTY ROAD 111N
EXHIBIT 10-H1 COST PROPOSAL

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Bajada Geosciences, Inc.
 Project No. _____ Contract No. _____ Date 4/9/2020

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-----------------------|----------------|-------|--------------------|------------|
| Engineering Geologist | James Bianchin | 20 | \$61.15 | \$1,223.00 |
| Geotechnical Engineer | Jon Everett | 5 | \$61.15 | \$305.75 |
| | | | | \$0.00 |
| | | | | \$0.00 |

LABOR COSTS

Subtotal Direct Labor Costs: \$1,528.75
 Anticipated Salary Increases: \$0.00
TOTAL DIRECT LABOR COSTS \$1,528.75

INDIRECT COSTS

| | | | |
|--------------------------|------------|-----------------------------|-------------------|
| Fringe Benefits Rate | 39.0% | Total Fringe Benefits | <u>\$596.21</u> |
| Overhead Rate | 62.8% | Overhead | <u>\$960.06</u> |
| General & Administrative | 28.3% | Gen & Admin | <u>\$432.64</u> |
| | | TOTAL INDIRECT COSTS | <u>\$1,988.90</u> |
| FIXED FEE | <u>10%</u> | TOTAL FIXED FEE | <u>\$351.77</u> |

CONSULTANT'S OTHER DIRECT COSTS (ODC)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|----------------------|----------|------------|------------|--|
| Coring Subcontractor | 1 | Lump sum | \$8,211.28 | \$8,211.28 |
| Permits | 1 | Per permit | \$0.00 | \$0.00 |
| Mileage | 283 | Per mile | \$0.58 | \$164.14 |
| Laboratory Testing | 1 | Lump Sum | \$1,813.50 | \$1,813.50 |
| Traffic Control | 1 | Lump Sum | \$372.00 | \$372.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | TOTAL OTHER DIRECT COSTS <u>\$10,560.92</u> |

SUBCONSULTANT'S COSTS

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
TOTAL SUBCONSULTANT'S COSTS \$0.00

TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS \$10,560.92

TOTAL COST \$14,430.34

COUNTY ROAD 111N

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: DP Engineering Transportation Design, Inc.

Contract No: 20-VAR

Date: 4/16/2020

Direct Labor

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|------------------------|-------------|-------|--------------------|------------|
| Project Civil Engineer | Dawn Penman | 16.0 | \$65.00 | \$1,040.00 |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total | | 16.0 | | \$1,040.00 |

LABOR COSTS

| | | |
|--|-------|------------|
| a) Subtotal Direct Labor Costs | _____ | \$1,040.00 |
| b) Anticipated Salary Increases | _____ | _____ |
| c) TOTAL DIRECT LABOR COSTS [(a)+(b)] | _____ | \$1,040.00 |

FRINGE BENEFITS

| | | | |
|---------------------------------------|--------|---|-------------|
| d) Fringe Benefits (Rate): | 25.00% | e) TOTAL FRINGE BENEFITS | _____ |
| | | [(c) × (d)] | \$ 260.00 |
| INDIRECT COSTS | | | |
| f) Overhead (Rate): | 85.00% | g) Overhead [(c) × (f)] | \$ 884.00 |
| h) General and Administrative (Rate): | _____ | i) Gen & Admin [(c) × (h)] | \$ - |
| FEE (profit) | | j) TOTAL INDIRECT COSTS [(e)+(g)+(i)] | \$ 1,144.00 |
| q) (Rate): | 10% | k) TOTAL FIXED PROFIT [(c) + (j)] × (q)] | \$ 218.40 |

OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|--|---------|-----------|-------------|
| l) Travel/Mileage Costs (supported by _____) | | \$ _____ | \$ _____ |
| m) Equipment Rental and Supplies (itemize - office supplies) _____ | | \$ _____ | \$ _____ |
| n) Plan Sheets, Printing, Supplies _____ | | \$ _____ | \$ _____ |
| o) Subconsultant Costs (attach detailed _____) | | \$ _____ | \$ _____ |
| p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] | | | \$ - |
| TOTAL COST [(c) + (j) + (k) + (p)] | | | \$ 2,402.40 |

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.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION (1)
SAMPLE COST PROPOSAL

(2) Contract #: 20-VAR

Attachment: 2

Consultant: DP Engineering, Inc.

Date: 4/16/2020

Page 1 of 3

ADM 2033 (Rev. 10/12)

| (3) | Fringe Benefit % | Overhead % | General Administration % | Combined % |
|----------|------------------|------------|--------------------------|------------|
| NORMAL | 25.00% | 85.00% | 0.00% | 110.00% |
| OVERTIME | 0.00% | 0.00% | 0.00% | 0.00% |

(5) FEE % 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ³ | % or \$ increase | Hourly range - for classifications only |
|--|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|
| | Straight | OT(1.5x) | OT(2x) | From | To | | | |
| Dawn C. Penman, PE | \$150.15 | N/A | N/A | 11/1/2019 | 10/31/2020 | \$65.00 | 0.00% | |
| President | \$150.15 | N/A | N/A | 11/1/2020 | 10/31/2021 | \$65.00 | 4.00% | |
| Project Civil Engineer | \$156.16 | N/A | N/A | 11/1/2021 | 10/31/2022 | \$67.60 | 4.00% | |
| QA/QC Plan Check Reviews | \$162.40 | N/A | N/A | 11/1/2022 | 10/31/2023 | \$70.30 | 4.00% | |
| | \$168.90 | N/A | N/A | 11/1/2023 | 10/31/2024 | \$73.12 | 4.00% | |
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- NOTES:
1. Caltrans Contract Manager’s pre-approval is required for any addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 08/10/2018. The employee's actual hourly rates shown in this cost proposal are the rates that were effective on 08/10/2018. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
 2. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
 3. *Covered work performed as per the DIR shall be reimbursed at the applicable prevailing wage rate.
 4. The consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order. Travel time charges will be as defined in the Caltrans Travel Guide.
 5. No charge will be invoiced for per diem or travel time cost related to staff relocation.
 6. Timesheets shall be signed by the employee and approved by the supervisor or their representative and submitted with the invoices.

EXHIBIT 10-H COST PROPOSAL PAGE 2 OF 3
SPECIFIC RATE OF COMPENSATION
 (ENGINEERING CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant DP Engineering, Inc.

Project No. _____ Contract No. 20-VAR Participation Amount \$ _____

Date: 4/16/2020

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|-------|
| Mileage Costs | Actual | Mile | Per IRS | |
| Equipment Rental and Supplies | | | N/A | |
| Permit Fees | | | N/A | |
| Plan Sheets | | | N/A | |
| Outside Printing | Actual | Each | Actual | |
| Delivery Services/Postage | Actual | Each | Actual | |
| Subconsultant 1: | | | | |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Subconsultant 5: | | | | |

Note: Add additional pages if necessary.

NOTES:

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

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)

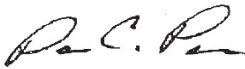
All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

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

Prime Consultant or Subconsultant Certifying:

Name: Dawn C. Penman

Title *: President

Signature: 

Date of Certification: 4/16/2020

Email: dpengineering@att.net

Phone number: 530-672-2546

Address: 3392 Chasen Drive, Cameron Park, CA 95682

* 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:

Plan check, QA/QC and constructability reviews.

Attachment II
CR 55 Cost Proposal

Project Budget
 Modoc County
 STIP PPNO-2438 Road 55 Rehabilitation Project
 Date: 4/29/2020
 PRO No. 8615

EXHIBIT B - FEE SCHEDULE



| GHD Inc. | | | | | | | | | | A | B | C | D | E | Sub-Consultants | | | Subtask Totals | Task Totals | |
|---|--|-----------------------------------|-----------------|---------------------------|-----------|----------------------------|-----------------------------|----------------------------|-------------|-----------------|-------------------|-------------------------|-----------------|-------------------|-----------------|------------|-------------|----------------|-------------|-------------------|
| Task | Task Description | Principal In-charge / QC- QA | Project Manager | Assistant Project Manager | Engineers | Technicians/ Technologists | Admin/ Technical Apprentice | Purchases and Direct Costs | Total Hours | Total Direct | Indirect Costs | Total Direct + Indirect | Fee | GHD TOTAL G+H | QC/QA SUPPORT | MATERIALS | Total Subs | | | |
| | | Class Rate for Budget Development | 80.00 | 47.09 | 60.44 | 45.00 | 40.00 | 22.00 | | | | | | | | | | | | |
| | | | | | | | | | | 183,960% | | A+B | | 12.00% | | | | | | |
| 1 | Project Management, Coordination and Documentation (Invoice Phase 0101) | | | | | | | | | | | | | | | | | | | |
| 1.1 | PM & Coordination | 2 | 6 | | | | | | 8 | \$442.54 | \$814.10 | \$1,256.64 | \$150.80 | \$1,407.44 | | | | | \$1,407.44 | |
| 1.2 | Project Meetings | | 8 | | 8 | | | | 16 | \$736.72 | \$1,355.27 | \$2,091.99 | \$251.04 | \$2,343.03 | | | | | \$2,343.03 | |
| 1.3 | Caltrans LA & CTC Support | | 4 | | 4 | | | | 8 | \$368.36 | \$677.64 | \$1,046.00 | \$125.52 | \$1,171.52 | | | | | \$1,171.52 | |
| 2 | Field Surveying (Invoice Phase 0102) | | | | | | | | | | | | | | | | | | | |
| 2.1 | Establish Project Control | | | | 4 | 4 | | | 8 | \$340.00 | \$625.46 | \$965.46 | \$115.86 | \$1,081.32 | | | | | \$1,081.32 | |
| 2.2 | Field Topographic Survey | | | | 4 | 4 | | | 8 | \$340.00 | \$625.46 | \$965.46 | \$115.86 | \$1,081.32 | | | | | \$1,081.32 | |
| 2.3 | Aerial Photogrammetry | | | | 10 | 10 | | | 20 | \$850.00 | \$1,563.66 | \$2,413.66 | \$289.64 | \$2,703.30 | | | | | \$2,703.30 | |
| 3 | Data Collection and Mapping (Invoice Phase 0103) | | | | | | | | | | | | | | | | | | | |
| 3.1 | Data Collection and Mapping | | | | 4 | 16 | | | 20 | \$820.00 | \$1,508.47 | \$2,328.47 | \$279.42 | \$2,607.89 | | | | | \$2,607.89 | |
| 3.2 | Right-of-Way Mapping | | | | 4 | | | | 4 | \$180.00 | \$331.13 | \$511.13 | \$61.34 | \$572.47 | | | | | \$572.47 | |
| 4 | Geotechnical Investigation (Invoice Phase 0104) | | | | | | | | | | | | | | | | | | | |
| 4.1 | Geotechnical Investigation | | 2 | | 2 | | | | 4 | \$184.18 | \$338.82 | \$523.00 | \$62.76 | \$585.76 | | \$8,794.79 | \$8,794.79 | | \$9,380.55 | |
| 5 | Preliminary Engineering (Invoice Phase 0105) | | | | | | | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Design Concepts | 1 | 6 | 1 | 12 | | 8 | | 28 | \$1,138.98 | \$2,095.27 | \$3,234.25 | \$388.11 | \$3,622.36 | | | | | \$3,622.36 | |
| 5.2 | Prepare Preliminary Cost Estimates | | 6 | 1 | 8 | | 6 | | 21 | \$834.98 | \$1,536.03 | \$2,371.01 | \$284.52 | \$2,655.53 | | | | | \$2,655.53 | |
| 5.3 | Finalize Preliminary Design (30% Plans) | | 2 | 1 | 8 | | 6 | | 17 | \$646.62 | \$1,189.52 | \$1,836.14 | \$220.34 | \$2,056.48 | | | | | \$2,056.48 | |
| 6 | Preparation of Contract Documents (Invoice Phase 0106) | | | | | | | | | | | | | | | | | | | |
| 6.1 | 60 Percent Plans, Specifications and Estimate | | 8 | | 60 | | 24 | | 92 | \$3,604.72 | \$6,631.24 | \$10,235.96 | \$1,228.32 | \$11,464.28 | | | | | \$11,464.28 | |
| 6.2 | 90 Percent Plans, Specifications and Estimate | | 8 | 2 | 24 | | 24 | | 58 | \$2,105.60 | \$3,873.46 | \$5,979.06 | \$717.49 | \$6,696.55 | | | | | \$6,696.55 | |
| 6.3 | Final Plans, Specifications and Estimate | 1 | 8 | 2 | 30 | | 24 | | 65 | \$2,455.60 | \$4,517.32 | \$6,972.92 | \$836.75 | \$7,809.67 | | | | | \$7,809.67 | |
| 7 | Quality Control-Quality Assurance (Invoice Phase 0107) | | | | | | | | | | | | | | | | | | | |
| 7.1 | Quality Control-Quality Assurance | 4 | 2 | 2 | | | | | 8 | \$535.06 | \$984.30 | \$1,519.36 | \$182.32 | \$1,701.68 | \$2,402.40 | | \$2,402.40 | | \$4,104.08 | |
| 8 | Bidding and Award Support (Invoice Phase 0108) | | | | | | | | | | | | | | | | | | | |
| 8.1 | Bidding and Award Support | | 6 | 4 | 12 | | | | 22 | \$1,064.30 | \$1,957.89 | \$3,022.19 | \$362.66 | \$3,384.85 | | | | | \$3,384.85 | |
| GHD's Anticipated Salary Increases from EX 10H | | | | | | | | | | \$657.51 | \$1,209.56 | \$1,867.07 | \$224.05 | \$2,091.12 | | | | | | \$2,091.12 |
| Purchases and Direct Costs | | | | | | | | | | | | | | | | | | | | |
| A | Postage and Courier Services | 6 each @ \$50.00/each | | | | | | \$300.00 | | | | \$300.00 | | \$ 300.00 | | | | | \$300.00 | |
| B | Reproduction | 2500 copies @ \$0.10/copy | | | | | | \$250.00 | | | | \$250.00 | | \$ 250.00 | | | | | \$250.00 | |
| C | Survey Equipment Rate (Total Station or GPS) | 24 hours @ \$40/hour | | | | | | \$960.00 | | | | \$960.00 | | \$ 960.00 | | | | | \$960.00 | |
| D | Vehicle Mileage | 1575 miles @ \$0.58/mile | | | | | | \$914.33 | | | | \$914.33 | | \$ 914.33 | | | | | \$914.33 | |
| E | Employee Per Diem | 3 days @ \$144/day | | | | | | \$432.00 | | | | \$432.00 | | \$ 432.00 | | | | | \$432.00 | |
| Subtotal | | Hours | 8 | 66 | 13 | 194 | 34 | 92 | 407 | | | | | | | | | | | |
| | | Dollars | \$640 | \$3,108 | \$786 | \$8,730 | \$1,360 | \$2,024 | \$2,856.33 | \$17,305.17 | \$31,834.60 | \$51,996.10 | \$5,896.80 | \$57,892.90 | \$2,402.40 | \$8,794.79 | \$11,197.19 | | \$69,090.09 | |

- Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perform the work.
 2. Vehicle mileage will be charged at the IRS rate.
 3. Employee per diem will be capped at \$144.00 (Up to \$98.00 for lodging and \$46.00 for meals + incidentals) per 24-hour travel period.
 4. Assumes no more than two (2) move in for survey staffing.
 5. It is assumed that the above hours will be shifted between Tasks to meet actual project needs. Total charges will remain within the total contract amount, unless additional services are requested.
 6. Rates will be adjusted one time per year on July 1.



**Exhibit 10-H
Cost Proposal**

Project Budget
Modoc County
STIP PPNO-2438 Road 55 Rehabilitation Project
Date: 4/29/2020
PRO No. 8615

Contract No. _____
 Consultant GHD Inc.

Date April 29, 2020

DIRECT LABOR

| Classification Name | Range (\$) | Hours | | Initial Hourly Rate (\$) | Total |
|----------------------------|-------------------|--------------|---|---------------------------------|--------------|
| Principal Wenham | 80.00 | 8 | @ | 80.00 | \$ 640.00 |
| Project Manager Tenney | 47.09 | 66 | @ | 47.09 | \$ 3,107.94 |
| Assistant PM Blais | 60.44 | 13 | @ | 60.44 | \$ 785.72 |
| | 30.00 | | | | |
| Engineers Various | 80.00 | 194 | @ | 45.00 | \$ 8,730.00 |
| Technicians/ | 18.00 | | | | |
| Technologists Various | 60.00 | 34 | @ | 40.00 | \$ 1,360.00 |
| Admin/Tech | 15.00 | | | | |
| Apprentice Various | 35.00 | 92 | @ | 22.00 | \$ 2,024.00 |
| Subtotal Hours | | 407 | | | |

| | |
|---|---------------------|
| Subtotal Direct Labor Costs | \$ 16,647.66 |
| Anticipated Salary Increases (see attached calculation) | \$657.51 |
| Total Direct Labor Costs | \$ 17,305.17 |

| | | | |
|---|-----------------------------|-----------------------|---------------------|
| Indirect Rate (Fringe Benefits+Overhead+G&A) | Rate 183.96% | Total \$ 31,834.60 | |
| | Total Indirect Costs | | \$ 31,834.60 |

| | | | |
|------------|------------------|----------------------|--------------------|
| FEE | Rate 12.00% | Total \$ 5,896.79 | |
| | Total Fee | | \$ 5,896.79 |

| OTHER COSTS | | | |
|--|--------------------------|----|--------------------|
| Postage and Courier | | \$ | 300.00 |
| Reproduction | | \$ | 250.00 |
| Survey Equipment Rate (Total Station or GPS) | | \$ | 960.00 |
| Vehicle Mileage | | \$ | 914.33 |
| Employee Per Diem | | \$ | 432.00 |
| | Total Other Costs | | \$ 2,856.33 |

Total **GHD Inc.** Costs \$ 57,892.89

NOTE: Rates will be adjusted one time per year on July 1.



Consultant Name: GHD

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|----------------------------------|---|-----------------|------------------------|
| \$ 16,647.66 | 407 | = | \$40.90 | 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 Rates | | Proposed Escalation | | |
|------------------|---|---------------------|---|--------------------------------|
| Year 1 \$40.90 | + | 5% | = | \$42.95 Year 2 - Avg Hrly Rate |
| Year 2 \$42.95 | + | 5% | = | \$45.10 Year 3 - Avg Hrly Rate |
| Year 3 \$45.10 | + | 5% | = | \$47.36 Year 4 - Avg Hrly Rate |
| Year 4 \$47.36 | + | 5% | = | \$49.73 Year 5 - Avg Hrly Rate |

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

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | |
|--|---|----------------------------------|---|-----------------------------|
| Year 1 30.0% | * | 407 | = | 122 Estimated Hours Year 1 |
| Year 2 60.0% | * | 407 | = | 244 Estimated Hours Year 2 |
| Year 3 10.0% | * | 407 | = | 40.7 Estimated Hours Year 3 |
| Year 4 0.0% | * | 407 | = | 0 Estimated Hours Year 4 |
| Year 5 0.0% | * | 407 | = | 0 Estimated Hours Year 5 |
| Total 100.0% | | Total | | 406.7 hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | |
|---------------------------------------|---|---------------------------------------|---|-------------|
| Year 1 \$40.90 | * | 122 | = | \$4,989.80 |
| Year 2 \$42.95 | * | 244 | = | \$10,479.80 |
| Year 3 \$45.10 | * | 40.7 | = | \$1,835.57 |
| Year 4 \$47.36 | * | 0 | = | \$0.00 |
| Year 5 \$49.73 | * | 0 | = | \$0.00 |

| | |
|--|---|
| Estimated Direct Labor Costs With Escalation | \$17,305.17 |
| Direct Labor Subtotal before escalation | \$16,647.66 |
| Recalculated Escalation w/o Overhead Rate & Fees | \$657.51 Estimated total Salary Increases |

COUNTY ROAD 55
EXHIBIT 10-H1 COST PROPOSAL

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Bajada Geosciences, Inc.
 Project No. _____ Contract No. _____ Date 4/9/2020

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-----------------------|----------------|-------|--------------------|----------|
| Engineering Geologist | James Bianchin | 12 | \$61.15 | \$733.80 |
| Geotechnical Engineer | Jon Everett | 3 | \$61.15 | \$183.45 |
| | | | | \$0.00 |
| | | | | \$0.00 |

LABOR COSTS

Subtotal Direct Labor Costs: \$917.25
 Anticipated Salary Increases: \$0.00
TOTAL DIRECT LABOR COSTS \$917.25

INDIRECT COSTS

| | | | |
|--------------------------|------------|-----------------------------|-------------------|
| Fringe Benefits Rate | 39.0% | Total Fringe Benefits | <u>\$357.73</u> |
| Overhead Rate | 62.8% | Overhead | <u>\$576.03</u> |
| General & Administrative | 28.3% | Gen & Admin | <u>\$259.58</u> |
| | | TOTAL INDIRECT COSTS | <u>\$1,193.34</u> |
| FIXED FEE | <u>10%</u> | TOTAL FIXED FEE | <u>\$211.06</u> |

CONSULTANT'S OTHER DIRECT COSTS (ODC)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|----------------------|----------|------------|------------|---|
| Coring Subcontractor | 1 | Lump sum | \$5,032.72 | \$5,032.72 |
| Permits | 1 | Per permit | \$0.00 | \$0.00 |
| Mileage | 174 | Per mile | \$0.58 | \$100.92 |
| Laboratory Testing | 1 | Lump Sum | \$1,111.50 | \$1,111.50 |
| Traffic Control | 1 | Lump Sum | \$228.00 | \$228.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | TOTAL OTHER DIRECT COSTS <u>\$6,473.14</u> |

SUBCONSULTANT'S COSTS

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
TOTAL SUBCONSULTANT'S COSTS \$0.00

TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS \$6,473.14

TOTAL COST \$8,794.79

COUNTY ROAD 55

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: DP Engineering Transportation Design, Inc.

Contract No: 20-VAR

Date: 4/16/2020

Direct Labor

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|------------------------|-------------|-------|--------------------|------------|
| Project Civil Engineer | Dawn Penman | 16.0 | \$65.00 | \$1,040.00 |
| | | | | |
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| | | | | |
| | | | | |
| Total | | 16.0 | | \$1,040.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs \$1,040.00
b) Anticipated Salary Increases
c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$1,040.00

FRINGE BENEFITS

d) Fringe Benefits (Rate): 25.00%
e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 260.00

INDIRECT COSTS

f) Overhead (Rate): 85.00%
g) Overhead [(c) x (f)] \$ 884.00
h) General and Administrative (Rate):
i) Gen & Admin [(c) x (h)] \$ -
j) TOTAL INDIRECT COSTS [(e)+(g)+(i)] \$ 1,144.00

FEE (profit)

q) (Rate): 10%
k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$ 218.40

OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|---|---------|-----------|-------------|
| l) Travel/Mileage Costs (supported by | | \$ _____ | \$ _____ |
| m) Equipment Rental and Supplies | | \$ _____ | \$ _____ |
| (itemize - office supplies) | | \$ _____ | \$ _____ |
| n) Plan Sheets, Printing, Supplies | | \$ _____ | \$ _____ |
| o) Subconsultant Costs (attach detailed | | \$ _____ | \$ _____ |
| p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] | | | \$ - |
| TOTAL COST [(c) + (j) + (k) + (p)] | | | \$ 2,402.40 |

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.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION (1)
SAMPLE COST PROPOSAL

(2) Contract #: 20-VAR

Attachment: 2

Consultant: DP Engineering, Inc.

Date: 4/16/2020

Page 1 of 3

ADM 2033 (Rev. 10/12)

| (3) | Fringe Benefit % | Overhead % | General Administration % | Combined % |
|----------|------------------|------------|--------------------------|------------|
| NORMAL | 25.00% | 85.00% | 0.00% | 110.00% |
| OVERTIME | 0.00% | 0.00% | 0.00% | 0.00% |

(5) FEE % 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ³ | % or \$ increase | Hourly range - for classifications only |
|--|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|
| | Straight | OT(1.5x) | OT(2x) | From | To | | | |
| Dawn C. Penman, PE | \$150.15 | N/A | N/A | 11/1/2019 | 10/31/2020 | \$65.00 | 0.00% | |
| President | \$150.15 | N/A | N/A | 11/1/2020 | 10/31/2021 | \$65.00 | 4.00% | |
| Project Civil Engineer | \$156.16 | N/A | N/A | 11/1/2021 | 10/31/2022 | \$67.60 | 4.00% | |
| QA/QC Plan Check Reviews | \$162.40 | N/A | N/A | 11/1/2022 | 10/31/2023 | \$70.30 | 4.00% | |
| | \$168.90 | N/A | N/A | 11/1/2023 | 10/31/2024 | \$73.12 | 4.00% | |
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NOTES:

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 08/10/2018. The employee's actual hourly rates shown in this cost proposal are the rates that were effective on 08/10/2018. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. *Covered work performed as per the DIR shall be reimbursed at the applicable prevailing wage rate.
4. The consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order. Travel time charges will be as defined in the Caltrans Travel Guide.
5. No charge will be invoiced for per diem or travel time cost related to staff relocation.
6. Timesheets shall be signed by the employee and approved by the supervisor or their representative and submitted with the invoices.

EXHIBIT 10-H COST PROPOSAL PAGE 2 OF 3
SPECIFIC RATE OF COMPENSATION
 (ENGINEERING CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant DP Engineering, Inc.

Project No. _____ Contract No. 20-VAR Participation Amount \$ _____

Date: 4/16/2020

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|-------|
| Mileage Costs | Actual | Mile | Per IRS | |
| Equipment Rental and Supplies | | | N/A | |
| Permit Fees | | | N/A | |
| Plan Sheets | | | N/A | |
| Outside Printing | Actual | Each | Actual | |
| Delivery Services/Postage | Actual | Each | Actual | |
| Subconsultant 1: | | | | |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Subconsultant 5: | | | | |

Note: Add additional pages if necessary.

NOTES:

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

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)

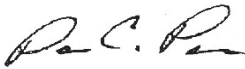
All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

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

Prime Consultant or Subconsultant Certifying:

Name: Dawn C. Penman

Title *: President

Signature: 

Date of Certification: 4/16/2020

Email: dpengineering@att.net

Phone number: 530-672-2546

Address: 3392 Chasen Drive, Cameron Park, CA 95682

* 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:

Plan check, QA/QC and constructability reviews.

Attachment III
LRSP Cost Proposal

Project Budget
 Modoc County
 LRSPL-5903(064) for Safety Analysis/Report - Area-wide county roads
 Date: 4/29/2020
 PRO No. 8615

EXHIBIT B - FEE SCHEDULE



| | | | | | | | | | | | GHD Inc. | | | | Sub-Consultant s | Subtask Totals | Task Totals | | | | | | | | | |
|-----------------------------------|--|--------------------------------------|--|--------------------|---------------------------------|-----------------------|----------------|-----------------------------------|---------|------------|---|-------------------|-------------------|-----------------|---------------------|--------------------|-------------|----------------------------------|----------------|--------------|----------------|----------------------------|-----|---------------------|---------------|--|
| | | | | | | | | | | | A | B | C | D | | | | E | | | | | | | | |
| | | | | | | | | | | | Wenham | | Kleinschmidt | Tenney | Hudson | Rahman Southern | Bryant | Purchases and Direct Costs | Total Hours | Total Direct | Indirect Costs | Total Direct + Indirect | Fee | GHD TOTAL G+H | Total Subs | |
| Task | Task Description | Class Rate for Budget Development | Principal In Charge / QC- QA | Project Manager | Assistant Project Manager | Planner & Engineer | Staff Engineer | Admin/ Technical Apprentice | | | | | | | | | | | | | | | | | | |
| 1 | Project Management and Meetings (Invoice Phase 001) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Project Management, Coordination, Meetings | | 2 | 10 | 4 | | | | | | | | | | | | | | | | | | | | | |
| 1.2 | Form LRSP Working Group | | | 4 | 4 | | | | | | | | | | | | | | | | | | | | | |
| 2 | Data Collection (Invoice Phase 002) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Crash and Safety Data Collection | | | 4 | | | 18 | 10 | | | | | | | | | | | | | | | | | | |
| 2.2 | Traffic Data Collection and Processing | | | 2 | | | 16 | 10 | | | | | | | | | | | | | | | | | | |
| 3 | Collision and Roadway Data Analysis (Invoice Phase 003) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | Quantitative Crash Analysis | | | 4 | | | 16 | 10 | | | | | | | | | | | | | | | | | | |
| 3.2 | Identify and Evaluate Risk Factors | | | 8 | 4 | | 20 | 10 | | | | | | | | | | | | | | | | | | |
| 4 | LRSP Working Group (Invoice Phase 004) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | Working Group Meetings | | 6 | 24 | 12 | | 22 | 10 | | | | | | | | | | | | | | | | | | |
| 5 | Develop Countermeasures (Invoice Phase 005) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Select Improvement Locations and Countermeasures | | 2 | 10 | 6 | | 20 | 12 | | | | | | | | | | | | | | | | | | |
| 6 | Develop Safety Projects (Invoice Phase 006) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | Prioritize Projects | | 2 | 8 | 2 | | 24 | 15 | | | | | | | | | | | | | | | | | | |
| 6.2 | Calculate Benefit/Cost (B/C) | | 1 | 12 | 4 | | 20 | 15 | | | | | | | | | | | | | | | | | | |
| 7 | Local Road Safety Plan (Invoice Phase 007) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | Development of LRSP | | 2 | 16 | 4 | 24 | 18 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | GHD's Anticipated Salary Increases from EX 10H | | | | | | | | | | | | | | | |
| | | | | | | | | | | | \$757.11 | \$1,392.78 | \$2,149.89 | \$257.99 | \$2,407.88 | | | | | | | | | | | |
| Purchases and Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | Postage and Courier Services | | 2 each @ \$50.00/each | | | | | | | | | | | | | | | | | | | | | | | |
| B | Reproduction | | 500 copies @ \$0.10/copy | | | | | | | | | | | | | | | | | | | | | | | |
| C | Traffic Counts | | Intersection and segment counts - 15 locations | | | | | | | | | | | | | | | | | | | | | | | |
| D | Vehicle Mileage | | 1200 miles @ \$0.58/mile | | | | | | | | | | | | | | | | | | | | | | | |
| E | Employee Per Diem | | 2 days @ \$144/day | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | | Hours | 15 | 102 | 40 | 24 | 174 | 92 | | | | | | | | | | | | | | | | | |
| | | | Dollars | \$1,200 | \$5,933 | \$1,884 | \$1,558 | \$6,699 | \$1,840 | \$7,308.00 | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | \$19,870.65 | \$36,554.06 | \$63,732.71 | \$6,770.99 | \$70,503.70 | | | | | | | | | | | |

- Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perform the work.
 2. Vehicle mileage will be charged at the IRS rate.
 3. Employee per diem will be capped at \$144.00 (Up to \$98.00 for lodging and \$46.00 for meals + incidentals) per 24-hour travel period.
 4. It is assumed that the above hours will be shifted between Tasks to meet actual project needs. Total charges will remain within the total contract amount, unless additional services are requested.
 5. Rates will be adjusted one time per year on July 1.



**Exhibit 10-H
Cost Proposal**

Project Budget
Modoc County
LRSP-5903(064) for Safety Analysis/Report - Area-wide county roads
Date: 4/29/2020
PRO No. 8615

Contract No. _____
 Consultant GHD Inc.

Date April 29, 2020

DIRECT LABOR

| <u>Classification Name</u> | <u>Range (\$)</u> | <u>Hours</u> | | <u>Initial Hourly Rate (\$)</u> | <u>Total</u> |
|----------------------------|-------------------|--------------|---|---------------------------------|--------------|
| Principal Wenham | 80.00 | 15 | @ | 80.00 | \$ 1,200.00 |
| Project | | | | | |
| Manager Kleinschmidt | \$58.17 | 102 | @ | 58.17 | \$ 5,933.34 |
| Assistant PM Tenney | 60.44 | 40 | @ | 47.09 | \$ 1,883.60 |
| Planner & Engineer Hudson | \$64.90 | 24 | @ | 64.90 | \$ 1,557.60 |
| | 37.38 | | | | |
| Staff Engineer Various | 39.42 | 174 | @ | 38.50 | \$ 6,699.00 |
| Admin/Tech | | | | | |
| Apprentice Bryant | \$20.00 | 92 | @ | 20.00 | \$ 1,840.00 |
| Subtotal Hours | | 447 | | | |

| | |
|---|---------------------|
| Subtotal Direct Labor Costs | \$ 19,113.54 |
| Anticipated Salary Increases (see attached calculation) | \$757.11 |
| Total Direct Labor Costs | \$ 19,870.65 |

| | | |
|--|--------------|---------------------|
| Indirect Rate (Fringe Benefits+Overhead+G&A) | Rate 183.96% | Total \$ 36,554.06 |
| Total Indirect Costs | | \$ 36,554.06 |

| | | |
|------------------|-------------|--------------------|
| FEE | Rate 12.00% | Total \$ 6,770.99 |
| Total Fee | | \$ 6,770.99 |

| | | |
|--------------------------|--|--------------------|
| OTHER COSTS | | |
| Postage and Courier | | \$ 100.00 |
| Reproduction | | \$ 50.00 |
| Traffic Counts | | \$ 6,000.00 |
| Vehicle Mileage | | \$ 870.00 |
| Employee Per Diem | | \$ 288.00 |
| Total Other Costs | | \$ 7,308.00 |

Total **GHD Inc.** Costs \$ 70,503.70

NOTE: Rates will be adjusted one time per year on July 1.



Consultant Name: GHD

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | | |
|----------------------------------|---|----------------------------------|---|------------------------|------------------------|
| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | <u>Avg Hourly Rate</u> | |
| \$ 19,113.54 | / | 447 | = | \$42.76 | 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 Rates | | Proposed Escalation | | | |
| Year 1 \$42.76 | + | 5% | = | \$44.90 | Year 2 - Avg Hrly Rate |
| Year 2 \$44.90 | + | 5% | = | \$47.15 | Year 3 - Avg Hrly Rate |
| Year 3 \$47.15 | + | 5% | = | \$49.51 | Year 4 - Avg Hrly Rate |
| Year 4 \$49.51 | + | 5% | = | \$51.99 | Year 5 - Avg Hrly Rate |

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

| | | | | | |
|--|---|----------------------------------|---|-------|------------------------|
| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
| Year 1 30.0% | * | 447 | = | 134 | Estimated Hours Year 1 |
| Year 2 60.0% | * | 447 | = | 268 | Estimated Hours Year 2 |
| Year 3 10.0% | * | 447 | = | 44.7 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 447 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 447 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | Total | | 446.7 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| | | | | |
|---------------------------------------|---|---------------------------------------|---|-------------|
| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | |
| Year 1 \$42.76 | * | 134 | = | \$5,729.84 |
| Year 2 \$44.90 | * | 268 | = | \$12,033.20 |
| Year 3 \$47.15 | * | 44.7 | = | \$2,107.61 |
| Year 4 \$49.51 | * | 0 | = | \$0.00 |
| Year 5 \$51.99 | * | 0 | = | \$0.00 |

| | |
|--|-------------|
| Estimated Direct Labor Costs With Escalation | \$19,870.65 |
| Direct Labor Subtotal before escalation | \$19,113.54 |
| Recalculated Escalation w/o Overhead Rate & Fees | \$757.11 |
| Estimated total Salary Increases | |

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 4/16/2020 PE/CE

Federal-aid Project No(s) PPNO 2581 & 2438 Bid Opening Date N/A CON

The County of Modoc established a Disadvantaged Business Enterprise (DBE) goal of 2 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days **from cost proposal due date or** bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|--------------|------------------------|
| N/A | |
| | |
| | |
| | |

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|-------------------------------------|------------------------------|-----------------------------|
| DP Engineering Transportation Desig | 03/25/2020 | N/A |
| Bajada Geosciences, Inc. | 03/25/2020 | N/A |
| | | |
| | | |
| | | |
| | | |
| | | |

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

| Items of Work | Proposer or Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount (\$) | Percentage Of Contract |
|--------------------------|---|--------------------|--------------|------------------------|
| Constructability Reviews | Yes | Task 7 | \$ 4,804.80 | 2.80% |
| and QA/QC | Pick | | | 0.00% |
| Geotechnical Services | Yes | Task 4 | \$ 23,225.13 | 13.70% |
| | Pick | | | 0.00% |

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

Names, addresses and phone numbers of firms selected for the work above:

Task 7 - DP Engineering Transportation Design, Inc. DBE #39002

3392 Chasen Drive, Cameron Park, CA 95682, 530 672 2546

Task 4 - Bajada Geosciences DBE #46532

28301 Inwood Road, Shingletown, CA 96088, 530 474 3043

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
| N/A | | |
| | | |
| | | |
| | | |
| | | |
| | | |

H. Any additional data to support a demonstration of good faith efforts:

DBE goal exceeded with the selected DBE sub-consultants.