

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING
Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES
Project Title

VARIOUS
Budget Account Number

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January 22, 2020 ~~2019~~ **THIS SERVICE PROVIDER AGREEMENT** ("Agreement") is entered into on ~~2019~~, between the City of Chico, a municipal corporation under the laws of the State of California ("City"), and Dokken Engineering, a state California corporation, ("Provider").

SECTION 1 - DESCRIPTION OF SERVICES

City desires to hire Provider to perform those certain services described in Exhibit A, entitled "Description of Services."

SECTION 2 - SCOPE OF SERVICES

Provider shall perform and complete services as set forth more particularly in Exhibit B, entitled "Scope of Services" and the Attachments, created by City as services are to be rendered by Provider and numbered sequentially, to Exhibit B.

SECTION 3 - COMPENSATION

Provider shall be compensated for services provided to City pursuant to this Agreement periodically in the amounts, manner, and in accordance with the payment schedule as set forth in Exhibit C, entitled "Compensation." Amounts due to Provider from City for services rendered shall be evidenced by the submission to City by Provider of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach City on or before the 15th day of the month next following the month or months, or other applicable period, for which services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Provider submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Provider until a correct and complying invoice has been submitted.

SECTION 4 - TERM; TERMINATION

The initial term of this Agreement shall be for a period of three years, commencing on the date of contract execution by all parties, and terminating three years thereafter. The term of this Agreement may be extended at the option of City for two successive one-year periods. City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Provider. In this latter event, Provider shall be entitled to compensation for all services performed for City to the date of such termination.

SECTION 5 - RESPONSIBILITY OF PROVIDER

By executing this Agreement, Provider warrants to City that Provider possesses, or will arrange to secure from others, all of the necessary capabilities, experience, resources and facilities necessary to provide to City the services under this Agreement. In procuring the services of others to assist Provider in performing the services set forth in Exhibit B, Provider shall not employ or otherwise obtain the services of any person or entity known to Provider or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Provider will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate in relation to services contemplated by this Agreement, City shall:

- a. Assist Provider by placing at Provider's disposal all available information pertinent to services;
- b. Designate in writing a person to act as City's representative with respect to services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to services; and
- c. Give prompt written notice to Provider whenever City observes or otherwise becomes aware of any deficiency in services.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Provider shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or

willful misconduct of Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided for by this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Provider shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Provider's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Provider's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Provider carry general liability or any other type of insurance in connection with the services to be performed by Provider pursuant to this Agreement shall be as set forth in Exhibit D, entitled "Insurance Provisions."

SECTION 9 - CITY ACCESS TO PROVIDER'S RECORDS

Provider shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four (4) years following the date of final payment to Provider by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Provider's usual and customary business hours. Provider shall provide proper facilities to City's representative(s) for access and inspection. Provider shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of Section 3, above.

SECTION 10 - INDEPENDENT CONTRACTOR

City and Provider agree that the relationship created by this Agreement is that of an employer-independent contractor. Provider shall be solely responsible for the conduct and control of services performed under this Agreement. Provider shall be free to render services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Provider's ability to fulfill the obligations to City established herein.

SECTION 11 - OWNERSHIP OF DOCUMENTS

Title to all documents, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Provider, as provided herein, for the services rendered by Provider in connection with which they were prepared.

SECTION 12 - CONFLICT OF INTEREST CODE APPLICABILITY

If City's City Manager has determined that one or several of Provider's Principal(s) or Project Manager(s) are subject to the City's Conflict of Interest Code under Chico Municipal Code Section 2R.04.180, then each such person will be required to comply with the provisions of said Code in connection with services rendered to City under this Agreement. In such event, City's requirements shall be set forth in Exhibit E, entitled "Conflict of Interest Provisions."

SECTION 13 - SUBCONTRACTING SERVICES

Provider shall be entitled, to the extent determined appropriate by Provider, to subcontract any portion of services to be performed under this Agreement. Provider shall be responsible to City for the actions of persons and firms performing subcontracted services. The subcontracting of services by Provider shall not relieve Provider, in any manner, of the obligations and requirements imposed upon Provider by this Agreement.

SECTION 14 - ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Provider without the prior written consent of the other.

SECTION 15 - AMENDMENTS

This Agreement represents the entire understanding of City and Provider as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties. City may at any time, upon a minimum of 10 days written notice, amend the scope of services to be provided under this Agreement. Provider shall, upon receipt of said notice, determine the impact on both time and compensation of such amendment and notify City in writing. Upon agreement between City and Provider as to the extent of said impacts to time and compensation, this Agreement shall be amended. Execution of the amendment by City and Provider shall constitute Provider's notice to proceed with the amended scope.

SECTION 16 - COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

All services performed by Provider pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

SECTION 17 - SEVERABILITY

This Agreement shall be administered and interpreted under the laws of the State of California. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

SECTION 18 - NOTICE

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City: City Manager
City of Chico
P. O. Box 3420
Chico, CA 95927-3420

To Provider: Dokken Engineering
Attn: Richard Liptak
110 Blue Ravine Road, Suite 200
Folsom, CA 95630-4713

SECTION 19 - EXHIBITS INCORPORATED

All Exhibits referred and attached to this Agreement are hereby incorporated by this reference.

SECTION 20 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on Exhibit F, entitled "Special Provisions."

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

CITY:

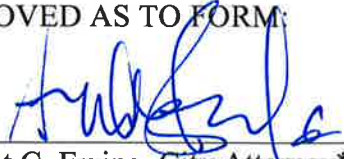

Mark Orme, City Manager*

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

PROVIDER:


By: RICHARD T. LIPTAK, President
Title

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

APPROVED AS TO CONTENT:



Brendan Ottoboni, Public Works Director –
Engineering

*Pursuant to The Charter of the
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING

Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES/ VARIOUS

Project Title/Budget Account No.

EXHIBIT A

DESCRIPTION OF SERVICES

Upon request by the City and under City direction, the Provider shall provide On-call Professional Civil Engineering Services for a variety of local, state, and federally-funded projects in accordance with applicable local, state and federal regulations. Typical projects requiring civil engineering services may include new construction, or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, parks, sanitary sewer and storm water facilities. Tasks assigned amongst these projects could vary and/or include a combination of environmental, surveying, right-of-way, geotechnical, design, bidding and construction engineering. As Capital Improvement Program (CIP) or private development review projects become available for assignment, project-specific, qualifications-based mini-RFPs and subsequent Task Orders shall be issued.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING

Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

Project Title

VARIOUS

Budget Account No.

EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

The Provider shall perform the following services:

- A. Preparation of PS&E** - Provider specializes in the preparation of all phases of plans, specifications and estimates. Key to an effective and efficient PS&E delivery is an early understanding of the preliminary project initiation and approval documents. This will ensure the plan, vision, budget, schedule and public needs are incorporated into the PS&E. This is not a one-time review of previous work. The preliminary documents shall be continually reviewed as the detailed design develops to ensure that the commitments to the public have been met. Provider has delivered PS&E packages for a variety of capital improvement projects including transportation, bridges, complete streets, storm drain improvements, road rehabilitation and others from concept to construction.

Deliverables: Draft PS&E, Final PS&E, Civil 3D Design Files per City Design Standards

- B. Project Development** – The key to project delivery begins in the preliminary development and scope. Projects that are properly scoped, programmed and environmentally cleared get built on time and under budget.
- a. Environmental** – Provider's in-house environmental staff has extensive experience with NEPA/CEQA policies and procedures. Provider has a close relationship with Caltrans environmental staff and we shall assist the City with all Federal Caltrans paperwork and requirements. Provider shall work closely with the design team to ensure that the projects do not have any unmitigable environmental impacts. Provider shall be prepared to address project impacts by including reasonable avoidance and minimization solutions early in the project design phase.

Deliverables: *Environmental Documents, Agency Coordination, Permitting, Mitigation Plans, GIS Data Collection and Processing*

- b. Topographic Survey** – Provider shall include UNICO Engineering on the project team to provide topographic survey. High quality engineering and design surveys serve as the foundation to all successful design projects, and successful design surveys start with good planning. Each project Provider completes shall require close cooperation between the City and both our civil and land survey team members to detail the requirements of each survey (e.g., purpose, type of work, work limits, deliverables, accuracies, datums, schedule, safety measures). Provider shall recommend the use of a standard survey request form to accomplish this and shall provide a sample for City review prior to the first project/task. This simple, cost effective approach is invaluable in facilitating effective communication between all parties and ensuring our survey team members have a sharp focus on the needs of the City first, as well as the end users of the product on each and every project.

Deliverables: *Topographic Surveys, Control Surveys, Topographic Mapping, Drone Mapping and Surveys and Civil 3D Files all per City Survey Requirements*

- c. ROW Boundary Survey** – Provider shall include UNICO Engineering on the project team to provide right of way boundary survey and basemapping to determine existing and impacted right of way and property limits. UNICO shall research record mapping and deed documents and perform field surveys to locate monuments of record to reconcile the boundaries and right of way along the project limits. UNICO shall prepare a Boundary Base (LANDNET) base file of the project area. To fully understand the property boundaries and constraints and shall attain title reports for each property impacted by the Project.

Deliverables: *Final Base Map PDF and Civil 3D File*

- d. Traffic Analysis** – Provider shall include Fehr & Peers on the project team to provide the City with traffic analysis and studies as requested. Fehr & Peers shall assess existing and proposed facilities to demonstrate their impacts on traffic operations. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the City's needs.

Deliverables: *Traffic Analysis Studies & Memos, Circulation Studies, Traffic Engineering Performance Assessments, Traffic Operations Analysis Reports, Traffic Data Collection*

- e. Geotechnical** – Provider shall include WRECO on the project team to provide the City with geotechnical services as requested. Tasks provided can range from preliminary recommendations based of field observations and previous reports to full detailed site investigations, lab analysis and reporting to support the City.

Deliverables: *Preliminary Recommendations, Field Investigations, Laboratory Analysis, Material Testing, Materials and Foundation Reports*

- f. Civil Design** – Provider's in-house Civil Engineers shall provide roadway, geometric, drainage, grading, park, parking lot and site layout design services.

These services range in scale from preliminary conceptual design to full detailed design to support PS&E.

Deliverables: *Civil 3D Design Files, Supporting Calculations, Plans, Reports and Concept Drawings*

- g. Structural Design** – Provider's in-house structural engineers shall provide a wide range of structural services including; bridge replacement, repair and rehabilitation, retaining wall, sound wall, and miscellaneous drainage structure design. These services range in scale from preliminary conceptual design and type selection to full detailed design to support PS&E.

Deliverables: *Civil 3D Design Files, Supporting Calculations, Plans, Reports, Concept Drawings and Studies*

- C. Preliminary Documents** – These services include preliminary documents, including; feasibility reports, alternatives analyses, plans and/or reports to document findings and recommendations.

- a. Feasibility Reports and Alternatives Analysis** – Provider shall develop selection criteria that will be used to determine alternatives for a wide range of projects. This selection criteria shall be used to assess and develop alternatives that are feasible and fit within the project constraints while meeting stakeholder needs.

Deliverables: *Alternative Pros/Cons, Project Cost Estimates, Conceptual Exhibits, Renderings, Plans and Feasibility Reports/Memorandums*

- D. Field Investigations and Data Collection** – Provider shall assemble all available information and reports pertaining to the project including utility information, aerial maps, survey and right-of-way data, traffic analysis, and any additional pertinent information for the project to develop preliminary engineering. Provider shall provide a list of all other reports, plans, studies, documents and information that shall be needed for the design of the project.

Provider shall review existing utility and improvement plans and shall conduct a visual field survey to review and record existing conditions to identify any unusual or special conditions that may affect the project design or construction. This shall include inventory of existing facilities, including but not limited to roadway facilities, utilities, irrigation systems, landscaping, drainage, retaining walls, existing land use, and signage.

Deliverables: *List of Existing Data and Required Data to Complete Project, Summary of Field Surveys and Identification of Constraints*

- E. Coordination** – Provider shall assist the City by providing coordination services with other City consultants, public agencies and utility companies. All meetings held shall include an agenda for review by the City prior to the meeting, meeting attendance lists, meeting minutes, action items and status matrices to document all coordination efforts in a comprehensive format is easily accessible by the City.

Deliverables: *Meeting Invitations, Agendas, Minutes and Action Items, Coordination Status Matrices*

- F. CIP Management** – Provider shall provide management services to assist the City in monitoring, developing and tracking their Capital Improvement Projects through all phases of development. Services shall include cost estimating, programming assistance, reporting, project summaries, project prioritization and scoping.

Deliverables: *CIP Summary Reports including; Cost Estimates, Programming Summaries, and Prioritization*

- G. Pavement Management and Analysis** – Provider shall include WRECO on the project team to provide the City with pavement management, life cycle cost analysis, assessment of existing pavement and new pavement recommendation services as requested. Tasks provided shall range from preliminary recommendations based of field observations and previous reports to full detailed site investigations, lab analysis and recommendations to support the City.

Deliverables: *Pavement Life Cycle Cost Analysis, Pavement Recommendations, Cost Estimates, Pavement Management Plans*

- H. Storm Drain and Wastewater** - Provider's in-house drainage, stormwater and wastewater specialist, supplemented by our subconsultant WRECO, shall understand that all capital improvement projects, from minor widenings to new corridors, interchanges and developments, have a drainage and storm water quality component. For each project, storm drainage must be managed such that post project flows do not overwhelm downstream facilities, velocities are held in check, existing drainage patterns are maintained, and water quality compliance is achieved. These goals are often challenged by grade constraints, system capacity restrictions, limited discharge opportunities, and right of way availability. Provider's drainage team encounters these challenges regularly and has become adept at developing creative solutions to overcome these situations, including; tapping into the full array of capture and conveyance facilities (both traditional and innovative) to tie to grade-constrained existing systems and/or to avoid existing underground utilities and utilizing low maintenance, compact water quality devices where traditional BMPs would not fit within the topographic constraints.

- a. Drainage Reports** – Based available information and data and data collected through other task orders, Provider and WRECO shall provide drainage analysis, reporting and design services. Tasks provided shall range from preliminary recommendations based of field observations and previous reports to full detailed site investigations and reporting to support the City.

Deliverables: *Stormcad Design Files, Drainage Analysis, Preliminary Drainage Reports and Design Level Drainage Reports.*

- b. Storm Water Data Reports** – Provider and WRECO shall develop Storm Water Data Reports in accordance with City and State standards. Our team shall work with the City and State Stormwater Coordinators to circulate the draft document through the divisions requiring review and approval.

Deliverables: *SWDR (PSR, PA&ED and PS&E Level)*

- c. NPDES Permitting** – For projects with a total disturbed area (including staging) anticipated to exceed 1 acre, Provider and WRECO shall provide NPDES General Construction Activity Stormwater Permits as requested by the

City. To obtain this permit, Provider shall prepare the Notice of Intent (NOI) as well as the SWPPP and, at the City's discretion, upload these documents to the SMARTS system. Preparation of the NOI shall include calculating the total disturbed and percent impervious area of the project site, preparing the required map attachments, and completing the NOI application. A draft SWPPP shall be provided to the City for review and comment. Upon receipt of the City's comments, WRECO shall make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES permit.

Deliverables: NPDES Permits, SMARTS System Uploads, Draft and Final Stormwater Pollution Prevention Plan

- I. Third Party Reviews** - Provider and all the subconsultants included on the project team shall perform 3rd party reviews and check projects, plans, subdivision and parcel maps, and computations submitted by private developers, review of encroachment permits and environmental and engineering reports and proposals. All review comments shall be documented in a comment response matrix for use by the City and originator of the documents being reviewed. The team shall provide initial review comments, responses to comments and revised documents for concurrence. Our team shall be available to meet in person as needed to resolve comments or project issues expeditiously.

Deliverables: Comment Response Matrix, Independent Cost Estimates, Independent Verifications, Review Conclusion Letters

- J. Public Outreach** - An effective public outreach plan shall reduce the potential for negative publicity and construction delays. Provider is familiar with noticing, preparing for, and presenting at public outreach events and is ready for the key issues that come up at public meetings/workshops, such as right of way and construction schedule.

- a. Public and Stakeholder Meetings** - Provider shall plan and facilitate Public and Community Outreach meetings during any stage in the project. Provider shall prepare and mail flyers to the public in advance of outreach meetings, rent an appropriate venue, provide refreshments, provide large mounted exhibits, provide a professional audio system, provide comment cards, sign-in sheets, and color-coded stickers for public input. Provider shall provide qualified staff at these meeting to ensure the public has access to a person who can answer their question or take a comment. Provider shall document all public comments received at these meetings and provide the City with a clear, concise summary of the meeting and all comments received.

Deliverables: Flyers, Venue, Refreshments, Large Mounted Exhibits, Professional Audio System, Comment Cards, Sign-In Sheets and Meeting/Public Comment Summaries

- b. Council Meeting Support** - Provider shall assist the City in preparing for City Council Meetings. Our services shall range from providing presentation materials (power point, agenda reports and attachments and large mounted exhibits) to presenting projects to the Council depending on the City's needs.

Deliverables: Power Point Presentations, Agenda Reports and Attachments and Large Mounted Exhibits

K. Construction and Bidding Support – Provider’s roadway design work shall not stop at the completion of the final PS&E package. We shall support the City through bidding. During the bidding process, Provider shall prepare all addendum and respond to all contractor requests for clarification on all parts of the design and PS&E. During construction, Provider shall continue to provide all design and engineering support to the City and Resident Engineer, including responding to any contractor RFIs and all required design submittals. Additionally, Provider shall be committed to being available to visit the project site to address any concerns in the field.

Deliverables: *Bid Addenda, Advertisement Packages, Responses to RFIs, Submittal Reviews, Inspection Reports, Federal Compliance Documents*

L. Staff Augmentation – Provider and all the subconsultants included on the project team shall provide staff augmentation services to assist the City in development of Capital Improvement Projects. These services shall be performed from the Consultant’s offices or if preferred by the City, staff can work from the City offices.

Deliverables: *Staff Working Remotely or From City Offices*

City Responsibilities - Basic

The City will provide a detailed scope of services and schedule for each project to be assigned to the Provider in the form of sequentially numbered Attachments to Exhibit B of this Agreement. The Attachments shall also serve as the City's Notice to Proceed for each project. An example of the standard form of the Attachment is shown on Page B-7.

Completion Schedule

The Provider shall complete all services in accordance with the Attachments which set forth the specific services and completion schedules.

ATTACHMENT EXAMPLE

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

PROVIDER

Project Title

Budget Account No.

ATTACHMENT # ____ TO EXHIBIT B
SERVICE PROVIDER AGREEMENT DATED _____
(Agreement Term: *Beginning Date* through *Ending Date*)

SCOPE OF SERVICES - BASIC; NOTICE TO PROCEED; COMPLETION SCHEDULE

Scope of Services - Basic

The Provider shall perform the following Services:

City Responsibilities - Basic

Compensation

Compensation shall not exceed \$ _____ and shall be billed according to the rates set forth on Exhibit C of the Agreement. Compensation shall be based upon actual monthly invoices received and shall be paid in accordance with the completion of each task, as follows (*if applicable*):

Notice to Proceed

This Attachment shall constitute the City's Notice to Proceed to the Provider.

Completion Schedule

The Provider shall complete all Services within XX days/weeks/months of receipt of the City's Notice to Proceed.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING

Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

Project Title

VARIOUS

Budget Account No.

EXHIBIT C

COMPENSATION

Compensation for services shall be in accordance with the specified rates of compensation, shown on the following page(s):

Marc Mattox

From: Wong, David@DOT <david.wong@dot.ca.gov>
Sent: Monday, November 4, 2019 9:31 AM
To: Marc Mattox
Cc: rodney.whitfield@dot.gov; 'Veneshia.Smith@dot.gov'; Haslem, Felicia K@DOT; Yang, John Z@DOT; Green, Carol N@DOT; Giongco, David C@DOT; Lee, Alice M@DOT; Bouthavong, Phet@DOT
Subject: Acceptance of ICRs for the City of Chico and Dokken Engineering (P1391-0755)

ATTENTION: This message originated from outside **City of Chico**. Please exercise judgment before opening attachments, clicking on links, or replying.

Hello,

The California Department of Transportation (Caltrans), Independent Office of Audits and Investigations (IOAI) conducted Financial Reviews of Indirect Cost Rates (ICR) for all consultants, as certified in their Exhibit 10-K, *Consultant Certification of Contract Costs and Financial Management System*. The contract is with Dokken Engineer and the City of Chico. The review was conducted in accordance with Title 23 United States Code (USC) 112(b)(2) and Title 23 Code of Federal Regulation (CFR) 172.11 to evaluate if the costs used in the ICR calculations are reasonable and meet requirements of 48 CFR, Chapter 1, Part 31. IOAI did not audit, examine, or test any of the Consultants' financial management systems, and we do not express an opinion on its adequacy, or express an opinion on any costs or credits arising from the Agreement.

In addition, IOAI did not review proposed direct labor and other direct cost (ODC) items for reasonableness and allowability per 48 CFR, Chapter 1, Part 31. Please note the following as it relates to proposed direct labor and ODC items:

- 48 CFR 31.202(a) - No final cost objective shall have allocated to it as a direct cost any cost, if other costs incurred for the same purpose in like circumstances have been included in any indirect cost pool to be allocated to that or any other final cost objective.
- Administrative direct labor classifications are generally included in the indirect cost pool and should not be included in the cost proposal.
- ODC items considered "Tools of the trade" are generally included in the indirect cost pool and should not be included in the cost proposal.
- Per the City/County's Master Agreement with Caltrans, the City/County must ensure that all travel related costs paid to all consultants such as mileage, per diem for meals and hotel rates are not to exceed the California Department of Human Resources' rates.

We reviewed proposed direct labor for classifications that are generally included in the indirect cost pool and should not be on the cost proposal per 48 CFR 31.202(a).

We reviewed and accepted/adjusted (or previously accepted) the following Consultants' ICR and issued Caltrans' acceptance identification number (ID).

CONSULTANT	ICR Acceptance ID	One-Year Applicable Fiscal Period	Accepted ICR
Dokken Engineering	L2019-0903	1/1/2018-12/31/2018	166.15%
Unico	L2019-0853	1/1/2018-12/31/2018	137.19%
Wreco	L2019-0868	1/1/2018-12/31/2018	137.80% (Home) 107.80% (Field)
Fehr & Peers	L2019-0904	12/30/17-12/28/18	171.91%

Note: For future contracts using the same fiscal year ICR, IOAI may request a separate field or project-specific rate if appropriate (FAR 31.31.203(f) and the AASHTO Audit Guide Section 5.6).

Caltrans' acceptance ID is also posted to IOAI's website, <http://ig.dot.ca.gov/resources/icr.html>, or use the homepage link to navigate, <http://ig.dot.ca.gov/index.html> under the Resources tab, Indirect Cost Rate (ICR) Acceptance/Approval (HTML) or (PDF).

Acceptance of each of the Consultant's ICR does not constitute establishment of a cognizant approved ICR in accordance with 23 CFR Part 172. IOAI retains the right to audit the accepted rates, or recommended adjustments upon discovery of additional information.

This email is intended for the use of Caltrans and its sub-recipients and may be provided to other governmental entities sharing cost data upon request, in accordance with 23 USC 112(b)(2)(E). Audit information will not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the recipient's or sub-recipient's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. 112 and without the written permission of the affected consultants.

Please retain a copy of this e-mail for your files. If you have questions, please contact Phet Bouthavong, Audit Manager at (916) 323-7909.

David Wong
Project Delivery Office
Independent Office of Audits & Investigations
(916) 323-7913

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 26-Sep-19

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.15%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee		=	10.00%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Richard Liptak, PE Principal in Charge	\$278.13	N/A	N/A	1/1/2019	12/31/2019	\$95.00		Not Applicable
	\$286.47	N/A	N/A	1/1/2020	12/31/2020	\$97.85	3.00%	
	\$295.06	N/A	N/A	1/1/2021	12/31/2021	\$100.79	3.00%	
	\$303.92	N/A	N/A	1/1/2022	12/31/2022	\$103.81	3.00%	
	\$313.03	N/A	N/A	1/1/2023	12/31/2023	\$106.92	3.00%	
Robert Burns, SE Project Manager	\$199.08	N/A	N/A	1/1/2019	12/31/2019	\$68.00		Not Applicable
	\$205.05	N/A	N/A	1/1/2020	12/31/2020	\$70.04	3.00%	
	\$211.20	N/A	N/A	1/1/2021	12/31/2021	\$72.14	3.00%	
	\$217.54	N/A	N/A	1/1/2022	12/31/2022	\$74.31	3.00%	
	\$224.07	N/A	N/A	1/1/2023	12/31/2023	\$76.53	3.00%	
Martin Maechler, PE Senior Engineer	\$207.86	N/A	N/A	1/1/2019	12/31/2019	\$71.00		Not Applicable
	\$214.10	N/A	N/A	1/1/2020	12/31/2020	\$73.13	3.00%	
	\$220.52	N/A	N/A	1/1/2021	12/31/2021	\$75.32	3.00%	
	\$227.14	N/A	N/A	1/1/2022	12/31/2022	\$77.58	3.00%	
	\$233.95	N/A	N/A	1/1/2023	12/31/2023	\$79.91	3.00%	
Rosa Griggs, PE Senior Engineer	\$184.44	N/A	N/A	1/1/2019	12/31/2019	\$63.00		Not Applicable
	\$189.98	N/A	N/A	1/1/2020	12/31/2020	\$64.89	3.00%	
	\$195.67	N/A	N/A	1/1/2021	12/31/2021	\$66.84	3.00%	
	\$201.54	N/A	N/A	1/1/2022	12/31/2022	\$68.84	3.00%	
	\$207.59	N/A	N/A	1/1/2023	12/31/2023	\$70.91	3.00%	

NOTES:

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- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 26-Sep-19

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.15%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee		=	10.00%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Timothy Osterkamp, PE Senior Engineer	\$234.21	N/A	N/A	1/1/2019	12/31/2019	\$80.00		Not Applicable
	\$241.24	N/A	N/A	1/1/2020	12/31/2020	\$82.40	3.00%	
	\$248.48	N/A	N/A	1/1/2021	12/31/2021	\$84.87	3.00%	
	\$255.93	N/A	N/A	1/1/2022	12/31/2022	\$87.42	3.00%	
	\$263.61	N/A	N/A	1/1/2023	12/31/2023	\$90.04	3.00%	
Kristopher Kofoed, PE Senior Engineer	\$166.88	N/A	N/A	1/1/2019	12/31/2019	\$57.00		Not Applicable
	\$171.88	N/A	N/A	1/1/2020	12/31/2020	\$58.71	3.00%	
	\$177.04	N/A	N/A	1/1/2021	12/31/2021	\$60.47	3.00%	
	\$182.35	N/A	N/A	1/1/2022	12/31/2022	\$62.29	3.00%	
	\$187.82	N/A	N/A	1/1/2023	12/31/2023	\$64.15	3.00%	
Darwin Cruz, PE Senior Engineer	\$194.69	N/A	N/A	1/1/2019	12/31/2019	\$66.50		Not Applicable
	\$200.53	N/A	N/A	1/1/2020	12/31/2020	\$68.50	3.00%	
	\$206.55	N/A	N/A	1/1/2021	12/31/2021	\$70.55	3.00%	
	\$212.74	N/A	N/A	1/1/2022	12/31/2022	\$72.67	3.00%	
	\$219.12	N/A	N/A	1/1/2023	12/31/2023	\$74.85	3.00%	
Mary Elizabeth Westrum, PE Senior Engineer	\$191.76	N/A	N/A	1/1/2019	12/31/2019	\$65.50		Not Applicable
	\$197.51	N/A	N/A	1/1/2020	12/31/2020	\$67.47	3.00%	
	\$203.44	N/A	N/A	1/1/2021	12/31/2021	\$69.49	3.00%	
	\$209.54	N/A	N/A	1/1/2022	12/31/2022	\$71.57	3.00%	
	\$215.83	N/A	N/A	1/1/2023	12/31/2023	\$73.72	3.00%	

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- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 26-Sep-19

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.15%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Brian Stephenson, PE Senior Engineer	\$196.15	N/A	N/A	1/1/2019	12/31/2019	\$67.00		Not Applicable
	\$202.04	N/A	N/A	1/1/2020	12/31/2020	\$69.01	3.00%	
	\$208.10	N/A	N/A	1/1/2021	12/31/2021	\$71.08	3.00%	
	\$214.34	N/A	N/A	1/1/2022	12/31/2022	\$73.21	3.00%	
	\$220.77	N/A	N/A	1/1/2023	12/31/2023	\$75.41	3.00%	
Pamela Dalcin-Walling, PE Senior Engineer	\$210.79	N/A	N/A	1/1/2019	12/31/2019	\$72.00		Not Applicable
	\$217.11	N/A	N/A	1/1/2020	12/31/2020	\$74.16	3.00%	
	\$223.63	N/A	N/A	1/1/2021	12/31/2021	\$76.38	3.00%	
	\$230.34	N/A	N/A	1/1/2022	12/31/2022	\$78.68	3.00%	
	\$237.25	N/A	N/A	1/1/2023	12/31/2023	\$81.04	3.00%	
Jamie Formico Right of Way Manager	\$169.80	N/A	N/A	1/1/2019	12/31/2019	\$58.00		Not Applicable
	\$174.90	N/A	N/A	1/1/2020	12/31/2020	\$59.74	3.00%	
	\$180.14	N/A	N/A	1/1/2021	12/31/2021	\$61.53	3.00%	
	\$185.55	N/A	N/A	1/1/2022	12/31/2022	\$63.38	3.00%	
	\$191.12	N/A	N/A	1/1/2023	12/31/2023	\$65.28	3.00%	
Sarah Holm Senior Environmental Planner	\$163.95	N/A	N/A	1/1/2019	12/31/2019	\$56.00		Not Applicable
	\$168.87	N/A	N/A	1/1/2020	12/31/2020	\$57.68	3.00%	
	\$173.93	N/A	N/A	1/1/2021	12/31/2021	\$59.41	3.00%	
	\$179.15	N/A	N/A	1/1/2022	12/31/2022	\$61.19	3.00%	
	\$184.53	N/A	N/A	1/1/2023	12/31/2023	\$63.03	3.00%	

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 26-Sep-19

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.15%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee		=	10.00%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²				Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)		From	To			
STAFF	\$146.38 - \$278.13	N/A	N/A		1/1/2019	12/31/2019	\$68.00		\$50.00 - \$95.00
Senior Engineer	\$152.24 - \$289.25	N/A	N/A		1/1/2020	12/31/2020	\$70.04	3.00%	\$52.00 - \$98.80
Senior Engineer	\$158.33 - \$300.82	N/A	N/A		1/1/2021	12/31/2021	\$72.14	3.00%	\$54.08 - \$102.75
	\$164.66 - \$312.85	N/A	N/A		1/1/2022	12/31/2022	\$74.31	3.00%	\$56.24 - \$106.86
	\$171.25 - \$325.37	N/A	N/A		1/1/2023	12/31/2023	\$76.53	3.00%	\$58.49 - \$111.14
STAFF	\$134.67 - \$175.66	N/A	N/A		1/1/2019	12/31/2019	\$52.00		\$46.00 - \$60.00
Associate Engineer	\$140.06 - \$182.69	N/A	N/A		1/1/2020	12/31/2020	\$53.56	3.00%	\$47.84 - \$62.40
Associate Engineer	\$145.66 - \$189.99	N/A	N/A		1/1/2021	12/31/2021	\$55.17	3.00%	\$49.75 - \$64.90
	\$151.49 - \$197.59	N/A	N/A		1/1/2022	12/31/2022	\$56.82	3.00%	\$51.74 - \$67.49
	\$157.55 - \$205.50	N/A	N/A		1/1/2023	12/31/2023	\$58.53	3.00%	\$53.81 - \$70.19
STAFF	\$90.76 - \$122.96	N/A	N/A		1/1/2019	12/31/2019	\$36.00		\$31.00 - \$42.00
Assistant Engineer	\$94.39 - \$127.88	N/A	N/A		1/1/2020	12/31/2020	\$37.08	3.00%	\$32.24 - \$43.68
Assistant Engineer	\$98.16 - \$132.99	N/A	N/A		1/1/2021	12/31/2021	\$38.19	3.00%	\$33.53 - \$45.43
	\$102.09 - \$138.31	N/A	N/A		1/1/2022	12/31/2022	\$39.34	3.00%	\$34.87 - \$47.24
	\$106.17 - \$143.85	N/A	N/A		1/1/2023	12/31/2023	\$40.52	3.00%	\$36.27 - \$49.13
STAFF	\$143.45 - \$202.01	N/A	N/A		1/1/2019	12/31/2019	\$59.00		\$49.00 - \$69.00
Senior CAD	\$149.19 - \$210.09	N/A	N/A		1/1/2020	12/31/2020	\$60.77	3.00%	\$50.96 - \$71.76
Senior CAD	\$155.16 - \$218.49	N/A	N/A		1/1/2021	12/31/2021	\$62.59	3.00%	\$53.00 - \$74.63
	\$161.37 - \$227.23	N/A	N/A		1/1/2022	12/31/2022	\$64.47	3.00%	\$55.12 - \$77.62
	\$167.82 - \$236.32	N/A	N/A		1/1/2023	12/31/2023	\$66.41	3.00%	\$57.32 - \$80.72

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 26-Sep-19

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.15%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF	\$46.84 - \$140.53	N/A	N/A	1/1/2019	12/31/2019	\$22.00		\$16.00 - \$48.00
CAD Detailer	\$76.12 - \$137.01	N/A	N/A	1/1/2020	12/31/2020	\$22.66	3.00%	\$26.00 - \$46.80
Engineering Technician	\$79.16 - \$142.49	N/A	N/A	1/1/2021	12/31/2021	\$23.34	3.00%	\$27.04 - \$48.67
	\$82.33 - \$148.19	N/A	N/A	1/1/2022	12/31/2022	\$24.04	3.00%	\$28.12 - \$50.62
	\$85.62 - \$154.12	N/A	N/A	1/1/2023	12/31/2023	\$24.76	3.00%	\$29.25 - \$52.64
STAFF	\$134.67 - \$193.22	N/A	N/A	1/1/2019	12/31/2019	\$58.00		\$46.00 - \$66.00
Right of Way Manager	\$140.06 - \$200.95	N/A	N/A	1/1/2020	12/31/2020	\$59.74	3.00%	\$47.84 - \$68.64
Right of Way Manager	\$145.66 - \$208.99	N/A	N/A	1/1/2021	12/31/2021	\$61.53	3.00%	\$49.75 - \$71.39
	\$151.49 - \$217.35	N/A	N/A	1/1/2022	12/31/2022	\$63.38	3.00%	\$51.74 - \$74.24
	\$157.55 - \$226.05	N/A	N/A	1/1/2023	12/31/2023	\$65.28	3.00%	\$53.81 - \$77.21
STAFF	\$105.40 - \$161.02	N/A	N/A	1/1/2019	12/31/2019	\$46.00		\$36.00 - \$55.00
Senior Right of Way Agent	\$109.61 - \$167.46	N/A	N/A	1/1/2020	12/31/2020	\$47.38	3.00%	\$37.44 - \$57.20
Senior Right of Way Agent	\$114.00 - \$174.16	N/A	N/A	1/1/2021	12/31/2021	\$48.80	3.00%	\$38.94 - \$59.49
	\$118.56 - \$181.13	N/A	N/A	1/1/2022	12/31/2022	\$50.27	3.00%	\$40.50 - \$61.87
	\$123.30 - \$188.37	N/A	N/A	1/1/2023	12/31/2023	\$51.77	3.00%	\$42.11 - \$64.34
STAFF	\$70.26 - \$128.82	N/A	N/A	1/1/2019	12/31/2019	\$34.00		\$24.00 - \$44.00
Right of Way Agent	\$140.06 - \$200.95	N/A	N/A	1/1/2020	12/31/2020	\$35.02	3.00%	\$47.84 - \$68.64
Right of Way Agent	\$145.66 - \$208.99	N/A	N/A	1/1/2021	12/31/2021	\$36.07	3.00%	\$49.75 - \$71.39
	\$151.49 - \$217.35	N/A	N/A	1/1/2022	12/31/2022	\$37.15	3.00%	\$51.74 - \$74.24
	\$157.55 - \$226.05	N/A	N/A	1/1/2023	12/31/2023	\$38.27	3.00%	\$53.81 - \$77.21

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 26-Sep-19

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.15%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²				Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)		From	To			
STAFF	\$161.02 - \$278.13	N/A	N/A		1/1/2019	12/31/2019	\$90.00		\$55.00 - \$95.00
Environmental Manager	\$167.46 - \$289.25	N/A	N/A		1/1/2020	12/31/2020	\$92.70	3.00%	\$57.20 - \$98.80
Senior Planner	\$174.16 - \$300.82	N/A	N/A		1/1/2021	12/31/2021	\$95.48	3.00%	\$59.49 - \$102.75
	\$181.13 - \$312.85	N/A	N/A		1/1/2022	12/31/2022	\$98.35	3.00%	\$61.87 - \$106.86
	\$188.37 - \$325.37	N/A	N/A		1/1/2023	12/31/2023	\$101.30	3.00%	\$64.34 - \$111.14
STAFF	\$128.82 - \$204.94	N/A	N/A		1/1/2019	12/31/2019	\$57.00		\$44.00 - \$70.00
Senior Environmental Planner	\$133.97 - \$213.13	N/A	N/A		1/1/2020	12/31/2020	\$58.71	3.00%	\$45.76 - \$72.80
Senior Planner	\$139.33 - \$221.66	N/A	N/A		1/1/2021	12/31/2021	\$60.47	3.00%	\$47.59 - \$75.71
	\$144.90 - \$230.52	N/A	N/A		1/1/2022	12/31/2022	\$62.29	3.00%	\$49.49 - \$78.74
	\$150.70 - \$239.75	N/A	N/A		1/1/2023	12/31/2023	\$64.15	3.00%	\$51.47 - \$81.89
STAFF	\$99.54 - \$158.09	N/A	N/A		1/1/2019	12/31/2019	\$44.00		\$34.00 - \$54.00
Associate Environmental Planner	\$103.52 - \$164.42	N/A	N/A		1/1/2020	12/31/2020	\$45.32	3.00%	\$35.36 - \$56.16
Associate Planner	\$107.66 - \$170.99	N/A	N/A		1/1/2021	12/31/2021	\$46.68	3.00%	\$36.77 - \$58.41
	\$111.97 - \$177.83	N/A	N/A		1/1/2022	12/31/2022	\$48.08	3.00%	\$38.25 - \$60.74
	\$116.45 - \$184.95	N/A	N/A		1/1/2023	12/31/2023	\$49.52	3.00%	\$39.78 - \$63.17
STAFF	\$70.26 - \$128.82	N/A	N/A		1/1/2019	12/31/2019	\$34.00		\$24.00 - \$44.00
Environmental Planner	\$103.52 - \$164.42	N/A	N/A		1/1/2020	12/31/2020	\$35.02	3.00%	\$35.36 - \$56.16
Environmental Planner	\$107.66 - \$170.99	N/A	N/A		1/1/2021	12/31/2021	\$36.07	3.00%	\$36.77 - \$58.41
	\$111.97 - \$177.83	N/A	N/A		1/1/2022	12/31/2022	\$37.15	3.00%	\$38.25 - \$60.74
	\$116.45 - \$184.95	N/A	N/A		1/1/2023	12/31/2023	\$38.27	3.00%	\$39.78 - \$63.17

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant
Project No. _____ Contract No. _____ Date 26-Sep-19

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs			\$ -	
Equipment Rental and Supplies			\$ -	
Permit Fees			\$ -	
Plan Sheets			\$ -	
Test			\$ -	
Vehicle			\$ -	
			\$ -	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Consultant UNICO ENGINEERING INC Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ _____

Date 09/17/2019

For Combined Rate

Fringe Benefit % + General & Administrative % = 137%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification¹	Hourly Billing Rates			Effective Date of Hourly Rate From To		Actual or Avg. Hourly Rate¹	% or \$ Increase	Hourly Range - for Classifications Only
	Straight	OT (1.5x)	DT (2X)					
Rob Markes*	\$182.64	\$217.64	\$252.64	06/01/2019	05/31/2020	\$70.00		
Survey Manager	\$188.12	\$224.17	\$260.22	06/01/2020	05/31/2021	\$72.10	3.0%	
	\$193.76	\$230.89	\$268.02	06/01/2021	05/31/2022	\$74.26	3.0%	
	\$199.57	\$237.82	\$276.06	06/01/2022	05/31/2023	\$76.49	3.0%	
Exempt, Non-Prevailing Wage	\$205.56	\$244.95	\$284.34	06/01/2023	05/31/2024	\$78.79	3.0%	
Rob Markes **	\$182.64	\$217.64	\$252.64	06/01/2019	05/31/2020	\$70.00		
Party Chief	\$188.12	\$224.17	\$260.22	06/01/2020	05/31/2021	\$72.10	3.0%	
	\$193.76	\$230.89	\$268.02	06/01/2021	05/31/2022	\$74.26	3.0%	
	\$199.57	\$237.82	\$276.06	06/01/2022	05/31/2023	\$76.49	3.0%	
Exempt, Prevailing Wage	\$205.56	\$244.95	\$284.34	06/01/2023	05/31/2024	\$78.79	3.0%	
Tim Pringle**	\$176.11	\$209.86	\$243.61	06/01/2019	05/31/2020	\$67.50		
Party Chief	\$181.40	\$216.16	\$250.92	06/01/2020	05/31/2021	\$69.53	3.0%	
	\$186.84	\$222.64	\$258.45	06/01/2021	05/31/2022	\$71.61	3.0%	
	\$192.44	\$229.32	\$266.20	06/01/2022	05/31/2023	\$73.76	3.0%	
non-Exempt, Prevailing Wage	\$198.22	\$236.20	\$274.19	06/01/2023	05/31/2024	\$75.97	3.0%	
Tim Pringle**	\$160.56	\$191.33	\$222.10	06/01/2019	05/31/2020	\$61.54		
Rodman	\$165.38	\$197.07	\$228.77	06/01/2020	05/31/2021	\$63.39	3.0%	
	\$170.34	\$202.99	\$235.63	06/01/2021	05/31/2022	\$65.29	3.0%	
	\$175.45	\$209.08	\$242.70	06/01/2022	05/31/2023	\$67.25	3.0%	
non-Exempt, Prevailing Wage	\$180.72	\$215.35	\$249.98	06/01/2023	05/31/2024	\$69.26	3.0%	
Todd Jordan**	\$174.86	\$208.37	\$241.88	06/01/2019	05/31/2020	\$67.02		
Party Chief	\$180.11	\$214.62	\$249.14	06/01/2020	05/31/2021	\$69.03	3.0%	
	\$185.51	\$221.06	\$256.61	06/01/2021	05/31/2022	\$71.10	3.0%	
	\$191.08	\$227.69	\$264.31	06/01/2022	05/31/2023	\$73.23	3.0%	
non-Exempt, Prevailing Wage	\$196.81	\$234.52	\$272.24	06/01/2023	05/31/2024	\$75.43	3.0%	
Todd Jordan**	\$159.31	\$189.84	\$220.37	06/01/2019	05/31/2020	\$61.06		
Rodman	\$164.09	\$195.54	\$226.98	06/01/2020	05/31/2021	\$62.89	3.0%	
	\$169.01	\$201.40	\$233.79	06/01/2021	05/31/2022	\$64.78	3.0%	
	\$174.08	\$207.44	\$240.81	06/01/2022	05/31/2023	\$66.72	3.0%	
non-Exempt, Prevailing Wage	\$179.31	\$213.67	\$248.03	06/01/2023	05/31/2024	\$68.72	3.0%	
Todd Jordan	\$63.92	\$76.17	\$88.42	06/01/2019	05/31/2020	\$24.50		

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Drafter/Survey Technician	\$65.84	\$78.46	\$91.08	06/01/2020	05/31/2021	\$25.24	3.0%	
	\$67.82	\$80.81	\$93.81	06/01/2021	05/31/2022	\$25.99	3.0%	
	\$69.85	\$83.24	\$96.62	06/01/2022	05/31/2023	\$26.77	3.0%	
	\$71.95	\$85.73	\$99.52	06/01/2023	05/31/2024	\$27.57	3.0%	
non-Exempt, Non-Prevailing Wage								
Ryan Thompson**	\$175.96	\$209.68	\$243.40	06/01/2019	05/31/2020	\$67.44		
Party Chief	\$181.24	\$215.97	\$250.70	06/01/2020	05/31/2021	\$69.46	3.0%	
	\$186.67	\$222.45	\$258.22	06/01/2021	05/31/2022	\$71.55	3.0%	
	\$192.27	\$229.12	\$265.97	06/01/2022	05/31/2023	\$73.69	3.0%	
	\$198.04	\$235.99	\$273.95	06/01/2023	05/31/2024	\$75.90	3.0%	
non-Exempt, Prevailing Wage								
Ryan Thompson**	\$160.41	\$191.15	\$221.89	06/01/2019	05/31/2020	\$61.48		
Rodman	\$165.22	\$196.88	\$228.54	06/01/2020	05/31/2021	\$63.32	3.0%	
	\$170.18	\$202.79	\$235.40	06/01/2021	05/31/2022	\$65.22	3.0%	
	\$175.28	\$208.87	\$242.46	06/01/2022	05/31/2023	\$67.18	3.0%	
	\$180.54	\$215.14	\$249.74	06/01/2023	05/31/2024	\$69.20	3.0%	
non-Exempt, Prevailing Wage								
Ryan Thompson	\$140.89	\$167.89	\$194.89	06/01/2019	05/31/2020	\$54.00		
Sr. Land Surveyor	\$145.12	\$172.93	\$200.74	06/01/2020	05/31/2021	\$55.62	3.0%	
	\$149.47	\$178.12	\$206.76	06/01/2021	05/31/2022	\$57.29	3.0%	
	\$153.96	\$183.46	\$212.96	06/01/2022	05/31/2023	\$59.01	3.0%	
	\$158.57	\$188.96	\$219.35	06/01/2023	05/31/2024	\$60.78	3.0%	
non-Exempt, Non-Prevailing Wage								
Ryan Ming**	\$170.74	\$203.46	\$236.18	06/01/2019	05/31/2020	\$65.44		
Party Chief	\$175.86	\$209.56	\$243.26	06/01/2020	05/31/2021	\$67.40	3.0%	
	\$181.14	\$215.85	\$250.56	06/01/2021	05/31/2022	\$69.43	3.0%	
	\$186.57	\$222.32	\$258.08	06/01/2022	05/31/2023	\$71.51	3.0%	
	\$192.17	\$228.99	\$265.82	06/01/2023	05/31/2024	\$73.65	3.0%	
non-Exempt, Prevailing Wage								
Ryan Ming**	\$155.16	\$184.90	\$214.63	06/01/2019	05/31/2020	\$59.47		
Rodman	\$159.82	\$190.44	\$221.07	06/01/2020	05/31/2021	\$61.25	3.0%	
	\$164.61	\$196.16	\$227.70	06/01/2021	05/31/2022	\$63.09	3.0%	
	\$169.55	\$202.04	\$234.53	06/01/2022	05/31/2023	\$64.98	3.0%	
	\$174.64	\$208.10	\$241.57	06/01/2023	05/31/2024	\$66.93	3.0%	
non-Exempt, Prevailing Wage								
Ryan Ming	\$135.67	\$161.67	\$187.67	06/01/2019	05/31/2020	\$52.00		
Sr. Land Surveyor	\$139.74	\$166.52	\$193.30	06/01/2020	05/31/2021	\$53.56	3.0%	
	\$143.94	\$171.52	\$199.10	06/01/2021	05/31/2022	\$55.17	3.0%	
	\$148.25	\$176.66	\$205.08	06/01/2022	05/31/2023	\$56.82	3.0%	
	\$152.70	\$181.96	\$211.23	06/01/2023	05/31/2024	\$58.53	3.0%	
non-Exempt, Non-Prevailing Wage								
Loran Wagener**	\$178.59	\$212.82	\$247.04	06/01/2019	05/31/2020	\$68.45		
Party Chief	\$183.95	\$219.20	\$254.45	06/01/2020	05/31/2021	\$70.50	3.0%	
	\$189.47	\$225.78	\$262.09	06/01/2021	05/31/2022	\$72.62	3.0%	
	\$195.15	\$232.55	\$269.95	06/01/2022	05/31/2023	\$74.80	3.0%	
	\$201.01	\$239.53	\$278.05	06/01/2023	05/31/2024	\$77.04	3.0%	
non-Exempt, Prevailing Wage								
Loran Wagener**	\$163.04	\$194.29	\$225.53	06/01/2019	05/31/2020	\$62.49		
Rodman	\$167.93	\$200.12	\$232.30	06/01/2020	05/31/2021	\$64.36	3.0%	
	\$172.97	\$206.12	\$239.27	06/01/2021	05/31/2022	\$66.30	3.0%	
	\$178.16	\$212.30	\$246.44	06/01/2022	05/31/2023	\$68.28	3.0%	
	\$183.51	\$218.67	\$253.84	06/01/2023	05/31/2024	\$70.33	3.0%	
non-Exempt, Prevailing Wage								
Loran Wagener	\$88.71	\$105.71	\$122.71	06/01/2019	05/31/2020	\$34.00		

Drafter/Survey Technician	\$91.37	\$108.88	\$126.39	06/01/2020	05/31/2021	\$35.02	3.0%	
	\$94.11	\$112.15	\$130.18	06/01/2021	05/31/2022	\$36.07	3.0%	
	\$96.93	\$115.51	\$134.09	06/01/2022	05/31/2023	\$37.15	3.0%	
non-Exempt, Non-Prevailing Wage	\$99.84	\$118.98	\$138.11	06/01/2023	05/31/2024	\$38.27	3.0%	
Tony Perez**	\$167.97	\$200.16	\$232.35	06/01/2019	05/31/2020	\$64.38		
Rodman	\$173.01	\$206.17	\$239.32	06/01/2020	05/31/2021	\$66.31	3.0%	
	\$178.20	\$212.35	\$246.50	06/01/2021	05/31/2022	\$68.30	3.0%	
	\$183.55	\$218.72	\$253.90	06/01/2022	05/31/2023	\$70.35	3.0%	
non-Exempt, Prevailing Wage	\$189.06	\$225.29	\$261.52	06/01/2023	05/31/2024	\$72.46	3.0%	
Tony Perez	\$46.96	\$55.96	\$64.96	06/01/2019	05/31/2020	\$18.00		
Drafter/Survey Technician	\$48.37	\$57.64	\$66.91	06/01/2020	05/31/2021	\$18.54	3.0%	
	\$49.82	\$59.37	\$68.92	06/01/2021	05/31/2022	\$19.10	3.0%	
	\$51.32	\$61.15	\$70.99	06/01/2022	05/31/2023	\$19.67	3.0%	
non-Exempt, Non-Prevailing Wage	\$52.86	\$62.99	\$73.12	06/01/2023	05/31/2024	\$20.26	3.0%	

NOTES:

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

CITY OF CHICO | ON-CALL SERVICES
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT: UNICO Engineering INC.

PRIME _____ SUB X

CONTRACT TYPE: Specific Rates of Compensation

PROJECT NO.: _____

CONTRACT NO.: _____

DATE: 9/17/2019

Prime Consultant's Participation Amount: _____

Prevailing Wage Determination
NORTHERN CALIFORNIA
NC-63-9-9-2018-2

Loaded Rate Calculation**Non-Exempt Employee Loaded Billing Rates**

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

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

Exempt Employee Loaded Billing Rates

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

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

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL		137.19%		137.19%
OVERTIME		137.19%		137.19%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL		137.19%		137.19%
OVERTIME		137.19%		137.19%
Fee				13.00%
Applicable Multiplier Delta Base (F-m)				0.0000
Applicable Multiplier Delta Fringe (F-m)				0.0000

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)												Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total						Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Applicable Multiplier Fringe (Field) = 0.0000								
			Base Salary			Fringe Benefits			Total (Base Salary + Fringe Benefits)			Base Salary			Fringe Benefits			Total (Base + Fringe)			Base Salary			Fringe Benefits			Total (Base + Fringe)			Base Salary			Fringe Benefits			Total (Base + Fringe)			% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
			Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	OT (1.5x)	OT (2x)						
			From	To																																					
Rob Markes Survey Manager	FIELD	9/1/2019 9/1/2020 9/1/2021 9/1/2022 9/1/2023	8/31/2020 8/31/2021 8/31/2022 8/31/2023 8/31/2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$182.64 \$188.12 \$193.75 \$199.57 \$205.54	\$182.64 \$188.12 \$193.75 \$199.57 \$205.54	\$182.64 \$188.12 \$193.75 \$199.57 \$205.54	3.00% 3.00% 3.00% 3.00% 3.00%	\$ 70.00 \$ 72.10 \$ 74.26 \$ 76.49 \$ 78.78	N/A	
Rob Markes Party Chief	FIELD	9/1/2019 9/1/2020 9/1/2021 9/1/2022 9/1/2023	8/31/2020 8/31/2021 8/31/2022 8/31/2023 8/31/2024	\$45.03 \$46.38 \$47.77 \$49.21 \$50.68	\$67.545 \$69.571 \$71.658 \$73.808 \$76.022	\$90.06 \$92.76 \$95.41 \$98.36 \$101.36	\$31.05 \$31.05 \$31.05 \$31.05 \$31.05	\$76.08 \$77.43 \$78.82 \$80.26 \$81.73	\$98.595 \$100.621 \$102.708 \$104.858 \$107.072	\$121.11 \$123.81 \$126.59 \$129.46 \$132.41	\$70.00 \$72.10 \$74.26 \$76.48 \$78.78	\$105.00 \$108.15 \$111.39 \$114.74 \$118.17	\$140.00 \$144.20 \$148.52 \$152.98 \$157.56	\$12.84 \$14.94 \$17.10 \$19.33 \$21.64	\$82.84 \$84.94 \$87.10 \$89.33 \$91.61	\$117.84 \$120.99 \$124.23 \$127.58 \$131.01	\$152.84 \$157.04 \$161.36 \$165.82 \$170.40	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00% 3.00% 3.00%	\$ 70.00 \$ 72.10 \$ 74.26 \$ 76.48 \$ 78.78	N/A						
Non-Exempt Prevailing Wage work		9/1/2022 9/1/2023	8/31/2023 8/31/2024	\$48.21 \$50.68	\$73.808 \$76.022	\$98.41 \$101.36	\$31.05 \$31.05	\$80.26 \$81.73	\$104.858 \$107.072	\$129.46 \$132.41	\$76.48 \$78.78	\$114.74 \$118.17	\$155.92 \$157.56	\$18.48 \$21.64	\$87.10 \$91.61	\$124.23 \$127.58	\$161.36 \$165.82	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	3.00% 3.00%	\$ 74.26 \$ 76.48	N/A
Tim Prindle Party Chief	FIELD	9/1/2019 9/1/2020 9/1/2021 9/1/2022 9/1/2023	8/31/2020 8/31/2021 8/31/2022 8/31/2023 8/31/2024	\$45.03 \$46.38 \$47.77 \$49.21 \$50.68	\$67.545 \$69.571 \$71.658 \$73.808 \$76.022	\$90.06 \$92.76 \$95.54 \$98.41 \$101.36	\$31.05 \$31.05 \$31.05 \$31.05 \$31.05	\$76.08 \$77.43 \$78.82 \$80.26 \$81.73	\$98.595 \$100.621 \$102.708 \$104.858 \$107.072	\$121.11 \$123.81 \$126.59 \$129.46 \$132.41	\$67.50 \$69.57 \$71.65 \$73.77 \$76.02	\$101.25 \$103.36 \$105.52 \$107.74 \$110.00	\$135.00 \$138.06 \$141.24 \$144.54 \$147.98	\$8.58 \$8.58 \$8.58 \$8.58 \$8.58	\$76.08 \$77.43 \$78.82 \$80.26 \$81.73	\$109.83 \$112.01 \$114.24 \$116.52 \$118.85	\$143.58 \$146.86 \$150.24 \$153.72 \$157.30	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00% 3.00% 3.00%	\$ 67.50 \$ 69.53 \$ 71.62 \$ 73.77 \$ 75.86	N/A						
Tim Prindle Rodman	FIELD	9/1/2019 9/1/2020 9/1/2021 9/1/2022 9/1/2023	8/31/2020 8/31/2021 8/31/2022 8/31/2023 8/31/2024	\$39.06 \$40.23 \$41.44 \$42.68 \$43.96	\$58.580 \$60.348 \$62.158 \$64.023 \$65.944	\$78.12 \$80.46 \$82.86 \$85.30 \$87.77	\$31.06 \$31.06 \$31.06 \$31.06 \$31.06	\$70.12 \$71.29 \$72.50 \$73.74 \$75.02	\$88.650 \$90.621 \$92.638 \$94.693 \$96.784	\$109.18 \$111.52 \$113.94 \$116.42 \$118.96	\$61.64 \$63.39 \$65.26 \$67.26 \$69.27	\$92.31 \$94.08 \$95.94 \$97.86 \$99.81	\$123.08 \$126.78 \$130.58 \$134.50 \$138.54	\$6.56 \$6.56 \$6.56 \$6.56 \$6.56	\$70.12 \$71.29 \$72.50 \$73.74 \$75.02	\$100.88 \$103.67 \$106.52 \$109.46 \$112.48	\$131.66 \$135.36 \$139.16 \$143.08 \$147.12	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00% 3.00% 3.00%	\$ 61.54 \$ 63.38 \$ 65.29 \$ 67.26 \$ 69.27	N/A						
Non-Exempt Prevailing Wage work		9/1/2022 9/1/2023	8/31/2023 8/31/2024	\$42.68 \$43.96	\$64.023 \$65.944	\$85.30 \$87.77	\$31.06 \$31.06	\$73.74 \$75.02	\$95.083 \$97.084	\$118.42 \$121.48	\$67.26 \$69.27	\$103.81 \$105.84	\$134.50 \$138.54	\$6.58 \$6.58	\$73.80 \$75.84	\$95.83 \$97.86	\$124.08 \$127.12	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	3.00% 3.00%	\$ 67.26 \$ 69.27	N/A	
Todd Jordan Party Chief	FIELD	9/1/2019 9/1/2020 9/1/2021 9/1/2022 9/1/2023	8/31/2020 8/31/2021 8/31/2022 8/31/2023 8/31/2024	\$45.03 \$46.38 \$47.77 \$49.21 \$50.68	\$67.545 \$69.571 \$71.658 \$73.808 \$76.022	\$90.06 \$92.76 \$95.54 \$98.41 \$101.36	\$31.05 \$31.05 \$31.05 \$31.05 \$31.05	\$76.08 \$77.43 \$78.82 \$80.26 \$81.73	\$98.595 \$100.621 \$102.708 \$104.858 \$107.072	\$121.11 \$123.81 \$126.59 \$129.46 \$132.41	\$67.50 \$69.57 \$71.65 \$73.23 \$75.02	\$101.25 \$103.36 \$105.52 \$107.74 \$110.00	\$135.00 \$138.06 \$141.24 \$144.54 \$147.98	\$8.58 \$8.58 \$8.58 \$8.58 \$8.58	\$76.08 \$77.43 \$78.82 \$80.26 \$81.73	\$109.88 \$112.01 \$114.24 \$116.52 \$118.85	\$143.58 \$146.86 \$150.24 \$153.72 \$157.30	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00% 3.00% 3.00%	\$ 67.02 \$ 69.03 \$ 71.03 \$ 73.03 \$ 75.03	N/A				
Non-Exempt Prevailing Wage work		9/1/2022 9/1/2023	8/31/2023 8/31/2024	\$42.68 \$43.96	\$64.023 \$65.944	\$85.30 \$87.77	\$31.06 \$31.06	\$73.74 \$75.02	\$95.083 \$97.084	\$118.42 \$121.48	\$67.26 \$69.27	\$103.81 \$105.84	\$134.50 \$138.54	\$6.58 \$6.58	\$73.80 \$75.84	\$95.83 \$97.86	\$124.08 \$127.12	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	3.00% 3.00%	\$ 67.26 \$ 69.27	N/A	
Todd Jordan Rodman	FIELD	9/1/2019 9/1/2020 9/1/2021 9/1/2022 9/1/2023	8/31/2020 8/31/2021 8/31/2022 8/31/2023 8/31/2024	\$39.06 \$40.23 \$41.44 \$42.68 \$43.96	\$58.580 \$60.348 \$62.158 \$64.023 \$65.944	\$78.12 \$80.46 \$82.86 \$85.30 \$87.77	\$31.06 \$31.06 \$31.06 \$31.06 \$31.06	\$70.12 \$71.29 \$72.50 \$73.74 \$75.02	\$88.650 \$90.621 \$92.638 \$94.693 \$96.784	\$109.18 \$111.52 \$113.94 \$116.42 \$118.96	\$61.64 \$63.39 \$65.26 \$67.26 \$69.27	\$92.31 \$94.08 \$95.94 \$97.86 \$99.81	\$123.08 \$126.78 \$130.58 \$134.50 \$138.54	\$6.56 \$6.56 \$6.56 \$6.56 \$6.56	\$70.12 \$71.29 \$72.50 \$73.74 \$75.02	\$100.88 \$103.67 \$106.52 \$109.46 \$112.48	\$131.66 \$135.36 \$139.16 \$143.08 \$147.12	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00% 3.00% 3.00%	\$ 61.06 \$ 62.89 \$ 64.78 \$ 66.72 \$ 68.72	N/A					

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Prevailing Wage Determination
NORTHERN CALIFORNIA
NC-63-3-9-2018-2

Prime Consultant's Participation Amount:

Prevaling Wages specified are based on current DOR determination. Any future DOR escalation of prevailing wage rates will be reflected in the loaded rates.

* "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.

The billing rates shown in this cost proposal for field staff entitled for PW raises are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 05/07/19. Calltrans Contract Managers' pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for those employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 05/07/19. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

5. Travel Time Charges

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
Billing rate for travel time = "C" above.
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF 3

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

Note: Mark-ups are Not Allowed

Consultant WRECO ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantProject No. _____ Contract No: _____ Participation Amount: _____ Date: 9/25/2019

For Combined Rate	Fringe Benefit %	+ General & Administrative %	=	Combined Indirect Cost Rate (ICR) %
				OR

For Home Office Rate	Fringe Benefit 70.36%	+ General & Administrative 67.44%	=	137.80%	Home Office ICR%
For Field Office Rate	Fringe Benefit 71.05%	+ General & Administrative 36.75%	=	107.80%	Field Office ICR%

	FEE % =	10.00%
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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				
Han-Bin Liang* Principal Engineer	\$255.72	N/A	N/A	1/1/2019	12/31/2019	\$97.76		Not Applicable	
	\$263.39	N/A	N/A	1/1/2020	12/31/2020	\$100.69	3.00%		
	\$271.29	N/A	N/A	1/1/2021	12/31/2021	\$103.71	3.00%		
Chris Sewell* Supervising Engineer	\$185.90	N/A	N/A	1/1/2019	12/31/2019	\$71.07		Not Applicable	
	\$191.48	N/A	N/A	1/1/2020	12/31/2020	\$73.20	3.00%		
	\$197.23	N/A	N/A	1/1/2021	12/31/2021	\$75.40	3.00%		
David Kitzmann* Senior Geologist	\$168.35	N/A	N/A	1/1/2019	12/31/2019	\$64.36		Not Applicable	
	\$173.40	N/A	N/A	1/1/2020	12/31/2020	\$66.29	3.00%		
	\$178.61	N/A	N/A	1/1/2021	12/31/2021	\$68.28	3.00%		
Supervising Engineer	\$209.26	N/A	N/A	1/1/2019	12/31/2019	\$80.00		\$65.00 -	\$95.00
	\$215.54	N/A	N/A	1/1/2020	12/31/2020	\$82.40	3.00%	\$66.95 -	\$97.85
	\$222.01	N/A	N/A	1/1/2021	12/31/2021	\$84.87	3.00%	\$68.96 -	\$100.79
Senior Engineer/ Geotechnical Engineer/ Geologist/ Biologist/ Environmental Scientist	\$150.41	\$150.41	\$150.41	1/1/2019	12/31/2019	\$57.50		\$40.00 -	\$75.00
	\$154.92	\$154.92	\$154.92	1/1/2020	12/31/2020	\$59.23	3.00%	\$41.20 -	\$77.25
	\$159.57	\$159.57	\$159.57	1/1/2021	12/31/2021	\$61.00	3.00%	\$42.44 -	\$79.57

Associate Engineer/ Geotechnical	\$111.17	\$111.17	\$111.17	1/1/2019	12/31/2019	\$42.50		\$35.00 -	\$50.00
Engineer/ Geologist/ Biologist/	\$114.51	\$114.51	\$114.51	1/1/2020	12/31/2020	\$43.78	3.00%	\$36.05 -	\$51.50
Environmental Scientist	\$117.94	\$117.94	\$117.94	1/1/2021	12/31/2021	\$45.09	3.00%	\$37.13 -	\$53.05
Staff Engineer/ Geotechnical	\$78.47	\$78.47	\$78.47	1/1/2019	12/31/2019	\$30.00		\$20.00 -	\$40.00
Engineer/ Geologist/ Biologist/	\$80.83	\$80.83	\$80.83	1/1/2020	12/31/2020	\$30.90	3.00%	\$20.60 -	\$41.20
Environmental Scientist	\$83.25	\$83.25	\$83.25	1/1/2021	12/31/2021	\$31.83	3.00%	\$21.22 -	\$42.44
Senior Technician	\$111.17	\$111.17	\$111.17	1/1/2019	12/31/2019	\$42.50		\$30.00 -	\$55.00
	\$114.51	\$114.51	\$114.51	1/1/2020	12/31/2020	\$43.78	3.00%	\$30.90 -	\$56.65
	\$117.94	\$117.94	\$117.94	1/1/2021	12/31/2021	\$45.09	3.00%	\$31.83 -	\$58.35
Technician	\$58.86	\$58.86	\$58.86	1/1/2019	12/31/2019	\$22.50		\$15.00 -	\$30.00
	\$60.62	\$60.62	\$60.62	1/1/2020	12/31/2020	\$23.18	3.00%	\$15.45 -	\$30.90
	\$62.44	\$62.44	\$62.44	1/1/2021	12/31/2021	\$23.87	3.00%	\$15.91 -	\$31.83
Senior Technical Editor	\$98.09	\$98.09	\$98.09	1/1/2019	12/31/2019	\$37.50		\$30.00 -	\$45.00
	\$101.04	\$101.04	\$101.04	1/1/2020	12/31/2020	\$38.63	3.00%	\$30.90 -	\$46.35
	\$104.07	\$104.07	\$104.07	1/1/2021	12/31/2021	\$39.78	3.00%	\$31.83 -	\$47.74
Technical Editor	\$58.86	\$58.86	\$58.86	1/1/2019	12/31/2019	\$22.50		\$15.00 -	\$30.00
	\$60.62	\$60.62	\$60.62	1/1/2020	12/31/2020	\$23.18	3.00%	\$15.45 -	\$30.90
	\$62.44	\$62.44	\$62.44	1/1/2021	12/31/2021	\$23.87	3.00%	\$15.91 -	\$31.83

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant Fehr & Peers ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: _____

For Combined Rate

Fringe Benefit % + General & Administrative % = Combined 171.91%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Principal	\$ 277.18	N/A	7/1/2019	6/30/2020		\$ 92.67	\$ 63.70 - \$ 121.63
	\$ 285.49	N/A	7/1/2020	6/30/2021	3.00%	\$ 95.45	\$ 65.61 - \$ 125.28
	\$ 294.06	N/A	7/1/2021	6/30/2022	3.00%	\$ 98.31	\$ 67.58 - \$ 129.04
	\$ 302.88	N/A	7/1/2022	6/30/2023	3.00%	\$ 101.26	\$ 69.61 - \$ 132.91
	\$ 311.97	N/A	7/1/2023	6/30/2024	3.00%	\$ 104.30	\$ 71.69 - \$ 136.90
Senior Associate	\$ 237.28	N/A	7/1/2019	6/30/2020		\$ 79.33	\$ 54.81 - \$ 103.85
	\$ 244.40	N/A	7/1/2020	6/30/2021	3.00%	\$ 81.71	\$ 56.45 - \$ 106.97
	\$ 251.73	N/A	7/1/2021	6/30/2022	3.00%	\$ 84.16	\$ 58.15 - \$ 110.17
	\$ 259.28	N/A	7/1/2022	6/30/2023	3.00%	\$ 86.69	\$ 59.89 - \$ 113.48
	\$ 267.06	N/A	7/1/2023	6/30/2024	3.00%	\$ 89.29	\$ 61.69 - \$ 116.88
Associate	\$ 173.63	N/A	7/1/2019	6/30/2020		\$ 58.05	\$ 45.43 - \$ 70.67
	\$ 178.84	N/A	7/1/2020	6/30/2021	3.00%	\$ 59.79	\$ 46.79 - \$ 72.79
	\$ 184.20	N/A	7/1/2021	6/30/2022	3.00%	\$ 61.59	\$ 48.20 - \$ 74.97
	\$ 189.73	N/A	7/1/2022	6/30/2023	3.00%	\$ 63.43	\$ 49.64 - \$ 77.22
	\$ 195.42	N/A	7/1/2023	6/30/2024	3.00%	\$ 65.34	\$ 51.13 - \$ 79.54
Senior Engineer/Planner	\$ 130.86	N/A	7/1/2019	6/30/2020		\$ 43.75	\$ 33.65 - \$ 53.85
	\$ 134.78	N/A	7/1/2020	6/30/2021	3.00%	\$ 45.06	\$ 34.66 - \$ 55.47
	\$ 138.83	N/A	7/1/2021	6/30/2022	3.00%	\$ 46.41	\$ 35.70 - \$ 57.13
	\$ 142.99	N/A	7/1/2022	6/30/2023	3.00%	\$ 47.81	\$ 36.77 - \$ 58.84
	\$ 147.28	N/A	7/1/2023	6/30/2024	3.00%	\$ 49.24	\$ 37.87 - \$ 60.61
Engineer/Planner	\$ 107.14	N/A	7/1/2019	6/30/2020		\$ 35.82	\$ 28.85 - \$ 42.79
	\$ 110.35	N/A	7/1/2020	6/30/2021	3.00%	\$ 36.89	\$ 29.72 - \$ 44.07
	\$ 113.66	N/A	7/1/2021	6/30/2022	3.00%	\$ 38.00	\$ 30.61 - \$ 45.40
	\$ 117.07	N/A	7/1/2022	6/30/2023	3.00%	\$ 39.14	\$ 31.53 - \$ 46.76
	\$ 120.58	N/A	7/1/2023	6/30/2024	3.00%	\$ 40.32	\$ 32.47 - \$ 48.16
Senior Engineering Technician	\$ 141.65	N/A	7/1/2019	6/30/2020		\$ 47.36	\$ 34.62 - \$ 60.10
	\$ 145.90	N/A	7/1/2020	6/30/2021	3.00%	\$ 48.78	\$ 35.66 - \$ 61.90
	\$ 150.28	N/A	7/1/2021	6/30/2022	3.00%	\$ 50.24	\$ 36.73 - \$ 63.76
	\$ 154.79	N/A	7/1/2022	6/30/2023	3.00%	\$ 51.75	\$ 37.83 - \$ 65.67
	\$ 159.43	N/A	7/1/2023	6/30/2024	3.00%	\$ 53.30	\$ 38.97 - \$ 67.64

Enter Actual Rate in Column L

Actual Rate	Combined %	Actual + Combined	Fee %	Loaded Rate
\$ 92.67	\$ 159.31	\$ 251.98	\$ 25.20	\$ 277.18
\$ 79.33	\$ 136.38	\$ 215.71	\$ 21.57	\$ 237.28
\$ 58.05	\$ 99.79	\$ 157.84	\$ 15.78	\$ 173.63
\$ 43.75	\$ 75.21	\$ 118.96	\$ 11.90	\$ 130.86
\$ 35.82	\$ 61.58	\$ 97.40	\$ 9.74	\$ 107.14
\$ 47.36	\$ 81.42	\$ 128.78	\$ 12.88	\$ 141.65

EXHIBIT 10-H2 COST PROPOSAL

Consultant _____ Fehr & Peers _____

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: _____

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		mile	IRS rate	\$ -
Reproduction (black & white)		page	At cost	\$ -
Reproduction (color)		page	At cost	\$ -
Postage/Delivery		each	At cost	\$ -
Test Vehicle			\$ -	\$ -
Subconsultant 1:			\$ -	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

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

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING

Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

Project Title

VARIOUS

Budget Account No.

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor/Provider shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor/Provider acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional

insureds with respect to any liability arising out of the activities of Consultant/Contractor/Provider as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor/Provider, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor/Provider shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor/Provider and provided to City upon request.

Subconsultant/Subcontractor/Subprovider Insurance

Consultant/Contractor/Provider agrees to include with all subconsultants/subcontractors/subproviders in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor/subprovider's work. Subconsultant/Subcontractor/Subprovider agrees to be bound to Consultant/Contractor/Provider and City of Chico in the same manner and

to the same extent as Consultant/Contractor/Provider is bound to City of Chico under the agreement. Subconsultant/Subcontractor/Subprovider further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor/Sub-subprovider to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor/Sub-subprovider's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor/subprovider upon request. Evidence of such coverage shall be maintained by Consultant/Contractor/Provider and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor/Provider shall, at Consultant/Contractor/Provider's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor/Provider shall also require all of Consultant/Contractor/Provider's subconsultants/subcontractors/subproviders to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor/Provider or Consultant/Contractor/Provider's subconsultants/subcontractors/subproviders to City upon request.

Subrogation

Consultant/Contractor/Provider shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor/Provider or Consultant/Contractor/Provider's subconsultants/subcontractors/subproviders for City under this Agreement.

Indemnity

Consultant/Contractor/Provider/Subconsultant/Subcontractor/Subprovider's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor/Provider shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days

prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING

Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

Project Title

VARIOUS

Budget Account No.

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

Applicable City Conflict of Interest Code Disclosure Categories

Pursuant to the provisions of Chico Municipal Code Section 2R.04.180 (City's Conflict of Interest Code) as well as the Model Conflict of Interest Code promulgated by the State Fair Political Practices Commission in Section 18730 of Title 2 of the California Code of Regulations which is incorporated by reference into the City's Conflict of Interest Code, the City Manager has determined that the following natural persons employed by Provider and identified below, in connection with the Project, will be required to report as provided by the City's Conflict of Interest Code in the Disclosure Categories indicated below.

Accordingly, each such person shall, within 30 days after the execution of this Agreement, on or before April 1 of each year during the term of this Agreement, and within 30 days after completing performance of all duties and obligations under this Agreement, file a Disclosure Statement with the City Clerk which sets forth all of the information pertaining to the required disclosure categories as identified herein. Such persons further understand and agree that if he/she/they fail to comply with the City's Conflict of Interest Code and/or fail to file the required Disclosure Statement, he/she/they will be subject to the criminal penalties and civil sanctions provided for in California Government Code Section 81000, et seq.

Identification – Provider's Project Manager(s)/Principal(s) who are required to file disclosure statements:

Name

Title

Required Disclosure Categories

1. Investments in Business Entities

- () 1a. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City.
- () 1b. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is engaged in contracting with or selling to the City.
- () 1c. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.
- () 1d. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business at the Chico Municipal Airport.

2. Interests in Real Property

- () 2a. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located within the City of Chico or within two miles of the City of Chico's boundaries.
- () 2b. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located at the Chico Municipal Airport.

3. Sources of Income

- () 3a. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City.
- () 3b. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is engaged in contracting with or selling to the City.

- ()3c. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City of Chico and engaged in the building and construction industry.
- ()3d. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business at the Chico Municipal Airport.

4. Business Entities in Which the Architect Project Manager(s)/Principal(s) are Director(s), Officer(s), Partner(s), Trustee(s), Employee(s), or Hold(s) Any Position in Management.

- ()4a. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico.
- ()4b. Any business entity in which such individual(s) is a director officer, partner, trustee, employee, or holds any position in management where the business entity is engaged in contracting with or selling to the City.
- ()4c. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.
- ()4d. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business at the Chico Municipal Airport.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DOKKEN ENGINEERING

Provider

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

Project Title

VARIOUS

Budget Account No.

EXHIBIT F

SPECIAL PROVISIONS

The contract language herein includes provisions (modified and verbatim) from LAMP Exhibit 10-R "A&E Sample Contract Language." In the event of any conflict between these Special Provisions and the provisions contained within Sections 1 through 19 of the City's Standard Contract, these Special Provisions shall prevail.

ARTICLE-I INTRODUCTION

- A. Refer to Standard Contract SECTION 1- DESCRIPTION OF PROJECT for Introduction.

ARTICLE-II STATEMENT OF WORK

- A. Refer to Standard Contract SECTION 2- SCOPE OF PROFESSIONAL SERVICES for Statement of Work.

ARTICLE-III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

(MANDATORY FISCAL AND FEDERAL PROVISIONS)

ARTICLE-IV PERFORMANCE PERIOD

- A. Refer to Standard Contract SECTION 2-SCOPE OF PROFESSIONAL SERVICES – BASIC; COMPLETION SCHEDULE for Performance Period.
- B. This AGREEMENT shall go into effect on the date of full contract execution, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall be for three years unless amended for two additional one-year extensions. The maximum term of the contract is five years from the date of execution.
- C. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- D. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only.

ARTICLE-V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a mini-Request for Proposals (mini-RFP) to be considered by the three on-call firms (PSA 19-005A, B & C); The mini-RFP will identify the general scope of services requested and other known facts. A

template RFP response form will be provided by the LOCAL AGENCY. Within ten (10) calendar days, CONSULTANT shall submit a completed mini-RFP response which outlines CONSULTANT qualifications, assigned staff, expected results, project deliverables, period of performance, and project schedule. The CONSULTANT shall submit a separately sealed Cost Estimate with the mini-RFP response which is in accordance with the Compensation schedule and terms of this Agreement, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. The LOCAL AGENCY will make a qualifications-based selection for which firm will be utilized for the identified project. The selected CONSULTANT's Cost Proposal will be unsealed and remaining sealed Cost Estimates will be returned, accordingly. After an agreement has been reached on the negotiable items including scope, deliverables, and total cost; a finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.
CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Chico
Marc Mattox, Senior Civil Engineer
PO Box 3420
Chico, CA 95927

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- O. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$2,700,000, an aggregate amount between three On-Call firms. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE-VI TERMINATION

- A. Refer to Standard Contract SECTION 4-TERM; TERMINATION for Termination.

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.

ARTICLE-VIII RETENTION OF RECORDS/AUDIT

- A. 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, subconsultants, and the City 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, the City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE-IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the City'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 the City 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 the City 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 the City 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.

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

ARTICLE-X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the City 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 the City'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 the City'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 the City.
- D. All subcontracts 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 the City's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE-XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the City'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 the City'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, the City 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 the City 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 the City procedures; and credit the City 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 the City and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City." 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.

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, unless the

awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE-XIII CONFLICT OF INTEREST

- A. Refer to Standard Contract EXHIBIT E for Conflict of Interest.

**ARTICLE-XIV REBATES, KICKBACKS OR OTHER UNLAWFUL
CONSIDERATION**

- A. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to the City employee. For breach or violation of this warranty, the City 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.
- 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 the City.
- 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.

(MISCELLANEOUS PROVISIONS)

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 the City 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 the City 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. The City 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. Refer to Standard Contract SECTION 4- TERMS; TERMINATION for Change in Terms.

**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 Agreement is 17%** . Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant SOQ DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) 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 the City 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 the City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the City 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"
- K. 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.
- L. 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 the City's Contract Administrator within 30 days.

ARTICLE-XXI CONTINGENT FEE

- A. 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, the City 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 (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, 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

- A. CONSULTANT and any subconsultant shall permit the City, 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 the City Safety Officer and other City 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, the City 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.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705,

prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE-XXV INSURANCE

- A. Refer to Standard Contract SECTION 8-INSURANCE for Insurance.

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 the City; and no further agreement will be necessary to transfer ownership to the City. CONSULTANT shall furnish the City 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 the City 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 the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. 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. The City 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.

ARTICLE-XXVII CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the City'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 the City'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 the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice

from the City. 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 the City'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.

ARTICLE-XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City 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 the City 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 the City's actions on the same, except to the City'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 the City, and receipt of the City'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

- A. 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

- A. CONSULTANT's performance will be evaluated by The City. 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 Agreement 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

- A. Refer to Standard Contract SECTION 18-NOTICE for Notification.

ARTICLE-XXXIII CONTRACT

- A. Refer to the last page of the Standard Contract for Contract.

ARTICLE-XXXIV SIGNATURES

- A. Refer to the last page of the Standard Contract for Signatures.