

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
STANTEC CONSULTING SERVICES INC.**



**TO PROVIDE ENVIRONMENTAL SERVICES  
FOR THE BIG BEND ROAD SLIDE REPAIR PROJECT**

**DAF NO. PMP-SHACO-002-0  
COUNTY PROJECT NO. 706748**

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## **ARTICLE I INTRODUCTION**

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Stantec Consulting Services Inc.  
Incorporated in the State of New York.

The Project Manager for the "CONSULTANT" will be Wirt Lanning.

The Contract Administrator for COUNTY will be William Miller.

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant and the approved CONSULTANT's Cost Proposal dated January 18, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II INDEMNIFICATION**

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this contract by CONSULTANT, or by any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this contract by CONSULTANT, or any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any Subcontractor, or in any capacity. CONSULTANT shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to CONSULTANT's "independent Contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this contract.

## **ARTICLE III EMPLOYMENT STATUS OF CONSULTANT**

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the work or services that are the subject matter of this contract; provided, however, that the work or services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of COUNTY is to insure that the work or services shall be rendered and performed in a

competent, efficient, and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONSULTANT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this contract.

#### **ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this contract is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY. The waiver by COUNTY of any breach of any requirement of this contract shall not be deemed to be a waiver of any other breach.

#### **ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES**

- A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this contract, CONSULTANT relies solely upon the provisions contained in this contract and no others.
- B. No changes, amendments, or alterations to this contract shall be effective unless in writing and signed by both parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this contract and changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total Consultant compensation may be agreed to in writing between CONSULTANT and Public Works Director, provided that the amendment is in substantially the same format as the COUNTY's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this contract are for reference purposes only and shall not affect the meaning or construction of this contract.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this contract and the provisions of any of this contract's exhibits or appendices, the provisions of this contract shall govern.

#### **ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT**

##### **A. Task 1 – Project Management/Coordination**

The goal of this task is to maintain an open line of communication between CONSULTANT, the County, and Caltrans District 2 Local Assistance throughout the process of field investigations and preparation of the draft and final technical reports. This would be accomplished through attendance at a field review meeting at the Project site with County staff and frequent, informal communication via conference calls, attendance at two (2) project status meetings at 1-2 hours each at the County office; and submittal of periodic progress reports and pertinent written correspondence.

**Deliverables:** Meeting notes, e-mails summarizing conversations, and progress reports.

**Meeting (s):** Attendance at a field review meeting at the Project site and up to two (2) project status meetings.

##### **B. Task 2 - Natural Environment Study Report**

Under this task, CONSULTANT will characterize biological resources in the project Biological Study Area (BSA) and vicinity; assess project impacts to these resources; and identify general mitigation measures, if necessary. CONSULTANT will contact appropriate agencies, including the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service (USFWS); search the CNDDDB and California Native Plant Society databases; request a formal list from the USFWS of special-status species with potential to occur in the project vicinity; conduct a reconnaissance-level field investigation to assess habitat suitability for special-status wildlife species, including bat species. Locations of significant biological resources, including observations of special-status species (e.g., bats) and/or suitable habitat for special-status species will be identified on an appropriate base map provided by the County.

CONSULTANT will conduct a single-visit botanical survey of the BSA in general accordance with *Protocol for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities* (California Department of Fish and Game 2009). The timing of the survey will correspond to the blooming period for special-status vascular plant species with potential to occur in the BSA. Tentatively, the botanical survey would be scheduled for May 2018, but the actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns). The results of the plant survey will be compiled and presented in the NES described below. This discussion will include a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s). As part of the plant survey, noxious weed species populations will be mapped and evaluated in the NES to ensure that the project complies with Federal Executive Order 13112 (Invasive Species).

No formal special-status wildlife species surveys are proposed as part of this subtask; however, CONSULTANT would be available to conduct focused surveys (on an additional time and materials basis, per mutual agreement with the County) if required by the resource agencies during the environmental review process.

Based on project site plans provided by the County, CONSULTANT will determine the amount and type of U.S. Army Corps of Engineers (Corps) jurisdictional waters occurring in the BSA; evaluate the potential impacts; and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, field surveys, and any required Section 7 federal endangered species act (ESA) consultation with the USFWS (Tasks 3 and 4), CONSULTANT will prepare an NES. The NES will document the findings of the biological characterization and wetland delineation (Task 5) and, if applicable, summarize information contained in the Biological Assessment (Task 4), including the results of the Section 7 ESA consultation (s). The NES will be prepared in accordance with the Caltrans *Standard Environmental Reference* (Chapter 14), and will use the Caltrans template for the report format. A draft NES will be provided to the County for review and comment. Following incorporation of comments provided by the County, CONSULTANT will present the NES to the County for submittal to Caltrans for review. Following receipt of comments, the NES will be finalized and submitted to Caltrans for approval.

**Deliverables:** One (1) copy of administrative draft NES; Four (4) copies of the Draft NES; Five (5) copies of the Final NES.

**Meeting (s):** Not applicable.

### C. Task 3 – Northern Spotted Owl Habitat Assessment

If required, CONSULTANT will conduct a habitat assessment for northern spotted owl as follows:

- i. The habitat assessment will cover a 0.50-mile radius around the project site and consist of a site visit and review of aerial photography to determine if suitable nesting, roosting and foraging habitat for northern spotted owl is present.
- ii. CONSULTANT will conduct an impact assessment for northern spotted owl following the USFWS guidance for *Estimating Effects of Auditory and Visual Disturbance to Marbled Murrelet and Northern Spotted Owl*.
- iii. The results of the habitat assessment, noise/visual impact assessment, and any initial agency coordination (USFWS, Shasta-Trinity National Forest) will be summarized in a memorandum. Protocol-level surveys for northern spotted owl are excluded from this scope of work.

**Deliverables:** One (1) copy of administrative draft habitat assessment report; Four (4) copies of the Draft habitat assessment report; Five (5) copies of the Final habitat assessment report.

**Meeting (s):** Not applicable.

### D. Task 4 – Biological Assessment

Consultation with the USFWS under Section 7 the federal Endangered Species Act may be required based on the findings made as part of the northern spotted owl habitat assessment (Task 3). Since federal funding would be required for the project, Caltrans District 2, as the designated non-federal representative by FHWA, would serve as the federal lead agency for any required Section 7 consultation with the USFWS.

CONSULTANT will consult with the USFWS and Shasta-Trinity National Forest, as appropriate, to review potential effects of the project to the species and develop mitigation measures to avoid or minimize adverse effects to the northern spotted owl. If requested, CONSULTANT will attend a field review meeting with the USFWS, Caltrans, and the County to discuss the project. In addition, CONSULTANT will conduct an impact assessment for northern spotted owl following the USFWS guidance for *Estimating Effects of Auditory and Visual Disturbance to Marbled Murrelet and Northern Spotted Owl*. The results of the habitat assessment, noise/visual impact assessment, and technical guidance provided by USFWS and Shasta-Trinity National Forest will be compiled in a BA. This BA will fully analyze the effects of the proposed action. The BA will be prepared prior to completion of the NES. The document will include the following sections: introduction, consultation to date, description of proposed action including area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, and recommendation for mitigation, and references. CONSULTANT will also assist Caltrans and the County with the required federal endangered species consultation process

**Deliverables:** One (1) copy of administrative draft BA; Four (4) copies of the draft BA; Five (5) copies of the final BA.

**Meeting (s):** Agency field review meeting with the County, Caltrans and USFWS, if required.

#### E. Task 5 – Wetland Delineation Report

If required, CONSULTANT will conduct a delineation of federal and state jurisdictional waters, including wetlands, and prepare a report that can be submitted to Corps for verification in support of Clean Water Act permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the BSA; a field survey to delineate the ordinary high water mark of any bed-and-bank features and boundaries of jurisdictional waters, including wetlands, within the BSA using methods prescribed by the Corps; and preparation of a report that meets Corps' minimum standards. Maps will be prepared, using geographic information systems technology, on base topographic maps of the study area or aerial imagery that will be provided by the County. Results of the delineation will be summarized in a report, which will be provided to the County for review and approval. The delineation report will contain background information, data sheets, and a delineation map (minimum scale of 1"=200'). Following incorporation of comments provided by the County, CONSULTANT will provide a revised wetland delineation report to the County for submittal to Caltrans for review and approval. Following Caltrans approval and at the request of the County, CONSULTANT will submit a copy of the wetland delineation report to the Corps (Sacramento District – Redding Office) with a written request for verification for approval on behalf of the County. If necessary, CONSULTANT will attend a field verification meeting with Corps staff and revise the delineation map to address any comments provided by the Corps. *Note – Wetland impacts and recommendation of avoidance, minimization, and mitigation measures will be addressed under the NES (Task 2).*

**Deliverables:** One (1) copy of administrative draft wetland delineation report; Four (4) copies of the draft wetland delineation report; Five (5) copies of the final wetland delineation report.

**Meeting (s):** Field verification meeting with the Corps, if required.

#### F. Task 6– Archeological Survey Report/Historical Property Survey Report

The Caltrans programmatic agreement process per the Caltrans/FHWA/State Historic Preservation Officer Memorandum of Understanding will be followed for CONSULTANT's cultural resources investigation. CONSULTANT will conduct an inventory of cultural resources and prepare an Archeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format.

Records Search. In order to determine if any previously documented cultural resources are located within and near the area of potential effect (APE), CONSULTANT will request a record search from the Northeast Information Center (NEIC) at California State University–Chico. The collection of NEIC data on archaeological surveys, excavations and site records, and mapped historical data will be supplemented with additional research. This will include contacting local organizations such as the Shasta County Historical Society which may have information on the APEs not available through the NEIC or other sources. CONSULTANT will also consult additional resources such as the National Register of Historic Places, the California Register of Historical Resources, General Land Office maps and patent records, and the U.S. Geological Survey's Historical Topographic Map Collection. In addition, CONSULTANT cultural resources specialists will consult U.S. Department of Agriculture soil surveys and geological data to determine the age of local landforms and the potential for naturally buried cultural resources to occur in the APE.

Native American and Stakeholder Consultation. Section 106 requires consultation with parties that might have an interest in or be affected in some way by a proposed federal undertaking. In California, this consultation is typically conducted with Native American groups. However, additional stakeholders such as local historical societies and other cultural organizations may be contacted as well. To satisfy the consultation provisions, CONSULTANT will initiate contact with

the Native American Heritage Commission to request a search of the Sacred Lands File and a list of suitable Native American tribal representatives from the region, including an AB 52-specific list of contacts. CONSULTANT will contact each individual/group on the Section 106 and AB-52 lists with letters and follow-up phone calls (if necessary) to solicit any information or concerns that they might have regarding the proposed project. In addition, CONSULTANT will contact the Shasta County Historical Society for information on the APE and surrounding vicinity and determine if the Society has any concerns regarding the project and cultural resources that might be affected by construction activities.

Field Inventory: An intensive archaeological inventory will be conducted using pedestrian transects spaced no greater than 15 meters apart over the APE. In areas determined to be less sensitive, such as steep slopes, transects may be spaced wider or other suitable survey methods may be employed. The field inventory will identify:

- i. the presence or absence of cultural resources visible on the ground surface in the APE;
- ii. the present condition of the local environment;
- iii. environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
- iv. environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Any newly identified archaeological sites encountered within the APE will be recorded in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification of Cultural Resources* (48 CFR 44720-23). California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map). Existing information on cultural resources located within the APE will be updated as appropriate.

Archaeological Survey Report: Results of the discovery process will be presented in an ASR. The ASR will document both positive and negative archaeological survey results (they do not evaluate sites or significance of impacts). The ASR demonstrate that a reasonable effort has been made to identify historic properties, commensurate with the scale and scope of the undertaking. CONSULTANT will provide an administrative draft ASR for review and approval by the County, incorporate revisions, and submit the draft ASR for submittal to Caltrans for review and approval. CONSULTANT will address Caltrans comments and prepare the final ASR.

Historic Property Survey Report: CONSULTANT will prepare HPSR which will summarize the findings discussed in the ASR and subsequent cultural resources investigations as necessary. The HPSR is used by Caltrans to document completion of the cultural resource identification phase, completion of the National Register eligibility evaluation of the resources within the project APE (if any), and, when relevant, document a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. CONSULTANT will provide an administrative draft HPSR for County review and approval, incorporate revisions, and submit the draft HPSR to Caltrans for review and approval. CONSULTANT will address Caltrans comments and prepare final HPSR.

**Deliverables:** Two (2) copies of administrative draft ASR/HPSR reports; Five (5) copies of the draft ASR/HPSR reports; Five (5) copies of each final ASR/HPSR report

**Meeting(s):** Not Applicable

#### G. Task 7 – Hazardous Materials Assessment and Management Procedure Development Services

As a subcontractor to CONSULTANT, Lawrence & Associates (L&A) will conduct a project screening and prepare an Initial Site Assessment (ISA) in accordance with Caltrans *Standard Environmental Reference*, Chapter 10: Hazardous Materials, Hazardous Waste, and Contamination, latest revision. Frequently, hazardous materials are encountered during highway project development that require special management activities such as aerially deposited lead, asbestos, yellow-paint striping, asphalt and concrete grindings, or treated wood waste. The purpose of the ISA is to document, to the extent feasible, Recognized Environmental Conditions (RECs), which are defined by the American Society for Testing and Materials (ASTM) Standard Practice E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.” The ISA will include:

- i. Contracting Environmental Data Resources, Inc. (EDR) to search federal, state, and local regulatory agency databases to determine whether areas of environmental concern exist on or near the study project area. Search distances vary for different databases, with a minimum search distance of 1/4-mile from the study project area.
- ii. Telephone interviews with representatives of the Shasta County Environmental Health Division and Shasta County Department of Public Works.
- iii. Review of reasonably available literature regarding regional or local physical settings, including topography, geology and hydrogeology.
- iv. Identification of past uses of the project area and adjoining properties, including review of reasonably available reports, historical maps, and aerial photography.
- v. Reconnaissance of the study project area, including driving and locally walking a traverse along the project area to make visual observations for evidence of current land uses, past uses, and potential areas of concern.
- vi. Preparation of an ISA report presenting findings and professional opinions.

**Deliverables:** One (1) copy of administrative draft Phase I ISA; Four (4) copies of the draft Phase I ISA; Five (5) copies of the final Phase I ISA.

**Meeting (s):** Not applicable.

#### H. Task 8– CEQA/NEPA Documentation

If the project qualifies for a Categorical Exemption, then this task will not be required as the County will handle processing of the Notice of Exemption. If the project cannot be approved via a Categorical Exemption, then the County would want the consultant to complete the CEQA document.

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an Initial Study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the IS and technical studies identified under Tasks 2 through 7. NEPA approval will be in the form of a CE supported by technical studies.

Prepare Administrative Draft Initial Study: CONSULTANT will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies

(ASR, NES, wetland delineation, etc.), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to fully address all potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County for review.

Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration: After the County completes their review of the administrative draft IS, CONSULTANT will incorporate their comments into a public draft IS, making certain to include any needed or proposed mitigation measures. CONSULTANT will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). CONSULTANT will bind this document together with the draft IS. A screen-check copy of the IS/MND and NOI will be submitted to the County for approval prior to distribution to the public. In addition, CONSULTANT will complete the Notice of Completion (NOC) form on behalf of the County and submit to the State Clearinghouse along with 15 copies of the IS/MND. CONSULTANT will also mail out copies of the IS/MND. CONSULTANT recommends that the County provide a 30-day public comment period.

Prepare Final Initial Study/Mitigated Negative Declaration: After the close of the public comment period and assuming comments warranting substantial revision or recirculation of the IS are not received, CONSULTANT will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided. *Note: the level of effort to respond to comments assumes up to 16 hours of technical staff time.* CONSULTANT will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

Prepare Mitigation Monitoring and Reporting Plan: A Mitigation Monitoring and Reporting Plan (MMRP) shall be prepared by CONSULTANT that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP will be an appendix to the final document.

Coordinate Final CEQA and NEPA Approval: CONSULTANT will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a mitigated negative declaration, would be obtained at a County Board of Supervisors' meeting. CONSULTANT will prepare the notice of determination. CONSULTANT will also complete the *Categorical Exclusion Determination Form*, including a summary of environmental commitments (ECR), and submit to Caltrans for approval of the NEPA CE.

**Deliverables:** Electronic copy (PDF) of the administrative draft IS/MND, public draft IS/MND, NOI, MMRP, and NOC; Thirty (30) bound copies of public draft IS/MND, NOI, and MMRP; fifteen (15) bound copies of final IS/MND (responses to comments) and MMRP; NOD and ECR in electronic format

**Meeting(s):** Not Applicable.

- I. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the

total contract amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

#### **ARTICLE VII RESPONSIBILITIES OF COUNTY**

- A. Pursuant to the terms and conditions of this agreement COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this agreement COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this agreement.
- C. Pursuant to the terms and conditions of this agreement COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

#### **ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS**

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

#### **ARTICLE IX PERFORMANCE PERIOD**

- A. This agreement shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on December 31, 2021 or when a notice of completion is filed for the project, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

#### **ARTICLE X ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$6,746.79. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article XI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed within thirty (30) days of receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Shasta County DPW / *William Miller*  
1855 Placer Street  
Redding, CA 96001

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$79,999.34 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.  
  
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XI TERMINATION**

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$79,999.34 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.
- D. The CONSULTANT may terminate this contract in the event the COUNTY has committed material breach of this contract. CONSULTANT shall serve COUNTY with a Notice of Default and COUNTY shall have fourteen (14) days from receipt of the Notice of Default to cure said breach. In the event the default is not cured with the fourteen (14) day period, CONSULTANT may terminate this contract. Non-payment of the CONSULTANT's invoices will be considered a material breach of this contract.

## **ARTICLE XII 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 COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE XIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision. Notwithstanding the foregoing, COUNTY's right to inspect, copy and audit shall not extend to the composition of CONSULTANT's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

## **ARTICLE XIV 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 COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'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 COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

## **ARTICLE XV SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to 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 COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

## **ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$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 COUNTY'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, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

## **ARTICLE XVII STATE PREVAILING WAGE RATES**

- A. 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 XVIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XX STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the contract 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 contract covers a program whose goal is employment.

- E. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- F. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

#### **ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION**

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

#### **ARTICLE XXII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article XI, or by mutual agreement to amend the contract to reflect any reduction of funds.

### **ARTICLE XXIII CHANGE IN TERMS**

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

### **ARTICLE XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0.0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal 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 COUNTY 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 COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the

contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until 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 COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

#### **ARTICLE XXV CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to 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 XXVI DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY 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 XXVII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit COUNTY, 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 XXVIII 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 COUNTY Safety Officer and other COUNTY 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, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the 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 XXIX INSURANCE

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. CONSULTANT shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CONSULTANT pursuant to this contract.
- E. With regard to all insurance coverage required by this contract:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for CONSULTANT or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this contract.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, CONSULTANT or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this contract and continue coverage for a period of three years after the expiration of this contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, CONSULTANT or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this contract.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

  - a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) CONSULTANT shall provide County with an endorsement or amendment to CONSULTANT’s policy of insurance as evidence of insurance protection before the effective date of this contract.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this contract. In the event any insurance coverage expires at any time during the term of this contract, CONSULTANT shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this contract or for a period of not less than one year. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this contract, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, CONSULTANT shall provide County a certificate of insurance reflecting those limits.
- (8) Any of CONSULTANT’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

### **ARTICLE XXX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract and full payment of all monies owed to CONSULTANT, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. 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. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXXI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY'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 COUNTY'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 COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. 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 COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY'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 COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to CONSULTANT before receipt of same from COUNTY; or (b) becomes publicly known other than through CONSULTANT; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

**ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE XXXIV EVALUATION OF CONSULTANT**

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

**ARTICLE XXXV RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by 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 XXXVI COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support

obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

#### **ARTICLE XXXVII PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

#### **ARTICLE XXXVIII LICENSES AND PERMITS**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

#### **ARTICLE XXXIX AGREEMENT PREPARATION**

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

#### **ARTICLE XL COMPLIANCE WITH POLITICAL REFORM ACT**

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of CONSULTANT to disclose financial interests and to recuse from influencing any COUNTY decision which may affect CONSULTANT'S financial interests. If required by the COUNTY'S Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, et seq.

#### **ARTICLE XLI SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or COUNTY ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

#### **ARTICLE XLII COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

#### **ARTICLE XLIII USE OF COUNTY PROPERTY**

CONSULTANT shall not use COUNTY premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CONSULTANT'S obligations under this agreement.

**ARTICLE XLIV NOTIFICATION**

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

**CONSULTANT:**

Stantec Consulting Services Inc.  
Wirt Lanning, Project Manager  
5000 Bechelli Lane, Suite 203  
Redding, CA 96002  
Ph: (530)222-5347 Fax: (530)222-4958  
E-mail: wirt.lanning@stantec.com

**COUNTY:**

Shasta County Department of Public Works  
William Miller, Contract Administrator  
1855 Placer Street  
Redding, CA 96001  
Ph: (530) 225-5661 Fax: (530) 225-5667  
E-mail: wmiller@co.shasta.ca.us

Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**ARTICLE XLV CONTRACT**

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

***SIGNATURE PAGE FOLLOWS***

**ARTICLE XLVI SIGNATURES**

**IN WITNESS WHEREOF**, COUNTY and CONSULTANT have executed this contract on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this contract and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 3/22/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: James Johnson 03/26/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**  
Stantec Consulting Services Inc.

By: Timothy B. Kenney  
Print Name: Timothy B. Kenney  
Title: Senior Principal  
Date: 3-21-18  
Tax I.D.#: 11-2167170

By: Wirt H. Lanning  
Print Name: Wirt H. Lanning  
Title: Principal  
Date: 3/21/18

# ATTACHMENT I

Consultant Cost Proposal (Exhibit 10-h)

**Fee Schedule**

**Big Bend Road Slide Repair Project**

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**Shasta County Department of Public Works**

**RFP #706748**

**Issue Date: December 18, 2017**



**Submittal Date: January 18, 2018**

**Offered to:**  
Shasta County  
Department of Public Works  
Attn: Mr. William Miller  
Assistant Engineer  
1855 Placer Street  
Redding, CA 96001

**Offered by:**

 **Stantec**

Attn: Wirt Lanning, Principal  
5000 Bechelli Lane, Suite 203  
Redding, CA 96002  
Telephone: (530) 222-5347 ext. 112  
2272004301

Big Bend Road Slide Repair Project

Cost Proposal

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed

Shasta County Department of Public Works

Consultant Stantec Consulting Services, Inc.

Contract No. RFP 706748

Date 1/12/2018

**DIRECT LABOR**

Classification/Title	Name	Hourly Range	Hours	Actual Hourly Rate	Total
Senior Principal	T. Relly	50-80	0	\$79.33	\$0.00
Principal - Level 15	W. Lanning	50-80	10	\$67.31	\$673.10
Principal - Level 15 (Fisheries)	K. Marine	50-80	0	\$69.74	\$0.00
Principal - Level 14 (Reg. Permitting)	M. Wuestehube	45-75	0	\$59.76	\$0.00
Sen. Assoc, Biologist - Level 13	L. Lindstrand III	40-70	20	\$50.60	\$1,012.00
Level 10 - Biologist	K Bainbridge	20-50	210	\$33.16	\$6,963.60
Level 9 - Biologist	S. Tona	20-50	84	\$30.16	\$2,533.44
Level 7 - Biologist	G. Youngblood	20-50	0	\$25.06	\$0.00
Level 8 - Biologist	D. Pluth	20-50	0	\$27.70	\$0.00
Level 13 - Archaeologist	J. Cassidy	50-80	88	\$51.25	\$4,510.00
Level 5 - Archaeologist	G. McMaster	15-45	12	\$20.74	\$248.88
Level 9 - GIS	T. Mooney	15-45	68	\$31.31	\$2,129.08
Level 10 - Env. Analyst	C. Carpenter	30-60	86	\$36.73	\$3,158.78
Level 15 - Env. Analyst	TBD	30-60	0	\$50.00	\$0.00
Level 10 - Env. Analyst	J. McLaughlin	30-60	0	\$34.90	\$0.00
Level 9 - Env. Scientist	S. Farrant (Holt)	20-50	0	\$32.81	\$0.00
Level 11 -GIS	C. Shoemaker	20-50	0	\$39.59	\$0.00
Associate Admin - Level 11	B. Wiechman	20-50	8	\$37.79	\$302.32
Level 11 - Project Admin.	G. Smith	20-50	0	\$39.07	\$0.00
Level 10 - Project Admin.	C. Duncan	15-45	0	\$35.08	\$0.00
Level 9 - Admin.	S. Langford	15-45	60	\$31.50	\$1,890.00
Level 7 - Env. Analyst	B. Cohen	15-45	80	\$25.52	\$2,041.60
Level 8 - Admin	R. Barnard	15-45	8	\$26.93	\$215.44
					\$0.00
					\$0.00
					\$0.00
					\$0.00

734

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$25,678.24

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

\$231.10

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$25,909.34

**FRINGE BENEFITS**

d) Fringe Benefits

(Rate 55.09%)

e) Total Fringe Benefits

[(c) x (d)] \$14,273.46

**INDIRECT COSTS**

f) Overhead

(Rate: 28.95%)

g) Overhead [(c) x (f)]

\$7,500.76

h) General and Administrative

(Rate: 76.36%)

i) Gen & Admin [(c) x (h)]

\$19,784.38

j) **Total Indirect Costs [(e) + (g) + (i)]**

\$41,558.59

**FEE (Profit)**

q) (Rate: 10.00%)

k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)**

\$6,746.79

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$549.40
m) Equipment Rental and Supplies (itemized below)			\$1,549.48
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$3,685.73
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$5,784.61
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$79,999.34</b>

NOTES:

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

**ITEMIZATION - OTHER DIRECT COSTS (ODC)**

Description

l) Travel/Mileage Costs (supported by consultant actual costs)			
	Unit(s)	Unit Cost	Total
Mileage	840	\$0.535	\$449.40
Per Deim	0	\$150.000	\$0.00
Delivery	10	\$10.000	\$100.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$549.40
m) Equipment Rental and Supplies (itemize)			
	Unit(s)	Unit Cost	Total
Black and white copies (8.5 x 11)	7500	\$0.060	\$450.00
Black and white copies (11 x 17)	100	\$0.110	\$11.00
Color copies (8.5 x 11)	150	\$0.750	\$112.50
Color copies (11 x 17)	150	\$1.500	\$225.00
Graphics (Poster Boards)	0	\$45.000	\$0.00
Other Direct Cost, Info Center	2	\$250.000	\$500.00
Submeter GPS Usage (per day)	3	\$60.000	\$180.00
Miscellaneous			\$70.98
			Subtotal (m) \$1,549.48
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
			Subtotal (n) \$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
Lawrence & Associates	1	\$3,685.730	\$3,685.73
			\$0.00
			\$0.00
			\$0.00

Subtotal (o) \$3,685.73

Big Bend Road Slide Repair Project

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

Consultant Stantec Consulting Services, Inc. Contract No. RFP 706748 Date 1/12/2018  
 Shasta County Department of Public Works

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$25,678.24	734	=	\$34.98	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$34.98	+	3%	=	\$36.03	Year 2 Avg Hourly Rate
Year 2	\$36.03	+	3%	=	\$37.11	Year 3 Avg Hourly Rate
Year 3	\$37.11	+	3%	=	\$38.23	Year 4 Avg Hourly Rate
Year 4	\$38.23	+	3%	=	\$39.37	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	70.00%	*	734.0	=	513.8	Estimated Hours Year 1
Year 2	30.00%	*	734.0	=	220.2	Estimated Hours Year 2
Year 3	0.00%	*	734.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	734.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	734.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	734.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$34.98	*	514	=	\$17,974.77	Estimated Hours Year 1
Year 2	\$36.03	*	220	=	\$7,934.58	Estimated Hours Year 2
Year 3	\$37.11	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$38.23	*	0	=	\$0.00	Estimated Hours Year 4

Year 5	\$39.37	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$25,909.34	
	Direct Labor Subtotal before Escalation			=	\$25,678.24	
	Estimated total of Direct Labor Salary Increase			=	\$231.10	Transfer to Page 1

NOTES:

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



# ATTACHMENT II

Consultant Contract DBE Information (Exhibit 10-O2)

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Shasta County DPW 2. Contract DBE Goal: 0%  
 3. Project Description: Environmental Services for Big Bend Road Slide Repair Project  
 4. Project Location: Big Bend Road, Shasta County, CA  
 5. Consultant's Name: Stantec Consulting Services 6. Prime Certified DBE:  7. Total Contract Award Amount: \$79,999.34  
 8. Total Dollar Amount for **ALL** Subconsultants: \$3,685.73 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$ 0
20. Local Agency Contract Number: <u>706748</u> 21. Federal-Aid Project Number: <u>PMP-SHACO-002-0</u> 22. Contract Execution Date: _____	<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>		0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
<u><i>William Miller</i></u> 23. Local Agency Representative's Signature	<u>3-22-18</u> 24. Date	<u><i>Wirt H. Lanning</i></u> 15. Preparer's Signature	<u>03/21/2018</u> 16. Date
<u>WILLIAM MILLER</u> 25. Local Agency Representative's Name	<u>530.245.6818</u> 26. Phone	<u>Wirt H. Lanning</u> 17. Preparer's Name	<u>530-222-5347</u> 18. Phone
<u>ASSISTANT ENGINEER</u> 27. Local Agency Representative's Title	<u>Principal</u> 19. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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