

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEWBERRY ENGINEERS, INC.

Provider

ON-CALL CONSTRUCTION MANAGEMENT
& INSPECTION SERVICES

Project Title

VARIOUS

Budget Account Number

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THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into on February 22, 2024, between the City of Chico, a municipal corporation under the laws of the State of California (“City”), and Dewberry Engineers, Inc., a New York 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. 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 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 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: Dewberry Engineers, Inc.
 Attn: Dennis Haglan
 11060 White Rock Road, Suite 200
 Rancho Cordova, CA

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 Sorensen
Mark Sorensen (Feb 22, 2024 16:02 PST)

PROVIDER:

Dennis Haglan

Mark Sorensen, City Manager*

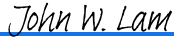
By:

Dennis M. Haglan

Title Senior Vice President

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:



John W. Lam (Feb 12, 2024 13:29 PST)

John Lam, City Attorney*

APPROVED AS TO CONTENT:

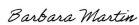


Brendan Ottoboni (Feb 12, 2024 17:08 PST)

Brendan Ottoboni, Public Works Director -
Engineering

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

REVIEWED AS TO CONTENT:



Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEWBERRY ENGINEERS, INC.
PROVIDER

ON-CALL CONSTRUCTION MANAGEMENT
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EXHIBIT A

DESCRIPTION OF SERVICES

At the City's request and following the City's guidance, the Provider shall be responsible for delivering On-call Construction Management & Inspection Services for a range of projects funded by local, state, and federal sources in compliance with relevant local, state, and federal regulations. These projects may encompass various types such as new construction or the maintenance and enhancement of existing public infrastructure, which includes, but is not limited to, roadways, bridges, bikeways, parks, sanitary sewer, and stormwater facilities. As Capital Improvement Program (CIP) or private development review projects become available for assignment, the City will issue project-specific "task orders," referred to as Attachments.

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DEWBERRY ENGINEERS, INC.
PROVIDER

ON-CALL CONSTRUCTION MANAGEMENT
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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

The services which could be requested with this agreement are broad within this profession and include the following:

Task 1: Preconstruction Services

- 1) Conduct a thorough review of plans and specifications to identify potential conflicts, constructability issues, value-engineering opportunities, and ensure consistency among plans, specifications, and estimates.
- 2) Perform a preconstruction quality assurance review of the 100% PS&E package, providing written comments in the form of a summary memorandum and "red line" markups of plans and specifications.
- 3) Review final contract plans, specifications, permits, agreements, easements, environmental documents, and technical reports and studies.
- 4) Develop a project schedule, encompassing preconstruction and construction utility relocations, and adhere to notification timelines specified in permits, agreements, and contract documents. Update the schedule upon receipt of the Contractor's schedule.
- 5) Analyze Project Traffic Management Plans during pre-construction reviews, review project staging plans, and propose revisions as necessary. Review permits, agreements, and environmental commitments.

- 6) Review the project schedule, incorporating all preconstruction and utility relocations by others, and notification timelines noted in permits, agreements, and contract documents. Evaluate and collaborate with the City Project Manager to enhance the schedule upon receipt of the Contractor's schedule.
- 7) Attend Project Development Team meetings during the design phase to discuss design features and review contract administration procedures.
- 8) Schedule, coordinate, and host a preconstruction meeting with the Contractor and City after the award of the construction contract.

Task 2: Construction Management Services During Construction

- 1) Project Coordination and Correspondence
 - a. Coordinate and assist Contractors, surveyors, material testers, the design engineer, other agencies, utility companies, and relevant parties as needed.
 - b. Maintain close contact with the City, provide an on-site Resident Engineer, and keep the Design Engineering firm informed of all pertinent correspondence.
 - c. Review all City and Contractor correspondence as necessary and collaborate with applicable parties to develop responses.
 - d. Schedule, coordinate, and attend weekly construction contract coordination meetings with the Contractor.
 - e. Monitor project safety, the company's Injury Illness Prevention Plan (IIPP), Cal/OSHA regulations, and requirements, documenting and notifying the contractor of potential violations.
 - f. Perform labor compliance reviews and correspond with the Contractor regarding any outstanding issues.
- 2) Schedule Management, Progress Meetings, and Reports
 - a. Review the planned schedule for conformance with specifications and assess the reasonableness of the sequence and duration of activities.
 - b. Monitor work progress against the planned schedule, reporting any schedule slippage to the City Project Manager and providing time impact analysis. Update the construction schedule to reflect actual progress, weather delays, and change order impacts.
 - c. Prepare weekly statements of working days and provide them to the contractor in a Caltrans format.
 - d. Prepare and submit a monthly progress report to the City detailing key issues, cost status, and schedule status.
- 3) Payment Recommendations
 - a. Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
 - b. Review quantities submitted with monthly progress payment requests and analyze discrepancies.

- c. Prepare monthly progress payment recommendations by measuring bid items, checking percent complete in the field, and assisting with contractor meetings to resolve differences.
 - d. Submit monthly progress payment spreadsheets to the City for payment processing, including backup calculations in Caltrans format.
- 4) Requests for Information (RFI) and Material Submittals
 - a. Review and monitor all Requests for Information (RFI) from Contractor.
 - b. Review, respond to, and track responses to RFI related to construction issues.
 - c. Provide design-related RFI to the Design Engineering firm for technical discussions and concurrence on potential changes or design impacts. Process responses to Contractor promptly.
 - d. Lead meetings with the City, Contractor, and other parties to discuss and resolve outstanding RFIs.
 - e. Collect, log, review, distribute, track, and respond to all material submittals submitted by the Contractor.
- 5) Contract Change Orders (CCOs)
 - a. Review all change orders related to construction issues based on drawings, specifications, and other design information from the Design Engineering firm.
 - b. Perform change order analysis, including reviewing proposed change orders, quotations from Contractor, negotiated change order costs, time extensions, and processing final negotiated change orders. Prepare CCOs and recommendations for City review and approval.
- 6) Construction Observation/Inspection Services
 - a. Provide day-to-day on-the-job observation/inspection of all construction work, ensuring contract compliance and documenting construction activities.
 - b. Prepare daily inspection reports, take progress photographs, review Contractor record drawing markups, and coordinate final inspection with the City.
 - c. Assist with matters related to project construction.
- 7) Claims Management
 - a. Review any material related to dispute resolution with the contractor's methodologies, policies, and procedures, collaborating with the City as necessary.
 - b. Review and manage additional compensation claims submitted during construction.
 - c. Provide claim administration, including coordinating and monitoring claims response preparation, logging claims, tracking claims status, and preparing documentation for dispute resolution hearings.
- 8) Record Drawings
 - a. Confirm on a monthly basis that the contractor maintains up-to-date marked-up prints of construction drawings and documents, showing all field changes and as-

built conditions. Maintain these drawings and documents in the construction field office.

Task 3: Labor Compliance

- 1) Perform labor compliance reviews and correspond with the Contractor regarding any outstanding issues.
- 2) Collect and review payrolls and conduct interviews on federal projects.
- 3) Recommend progress payment deductions based on labor compliance deficiencies.

Task 4: Public Outreach

- 1) Coordinate with the City, Resident Engineer, and other stakeholders to obtain accurate construction information for public outreach efforts.
- 2) Maintain close contact with the City, Resident Engineer, and City Public Information Officer on all correspondence.
- 3) Develop public outreach strategies based on input from the City, Resident Engineer, and City Public Information Officer, coordinating with relevant parties as needed.
- 4) Attend construction contract coordination meetings with the City and Resident Engineer.
- 5) Prepare web updates and newspaper updates to inform the public about temporary construction impacts.
- 6) Plan, coordinate, and oversee project groundbreaking and ribbon cutting ceremonies.

Task 5: Traffic Management Coordination

- 1) Coordinate with the City, Resident Engineer, and Contractor to review the project construction baseline schedule and identify conflicts with staging and traffic management plans.
- 2) Review traffic management plans and staging plans for potential conflicts with adjacent or nearby projects that are already under construction.
- 3) Analyze traffic management plan conflicts between projects and recommend revisions to reduce temporary traffic impacts during construction.

Task 6: Environmental Coordination & Monitoring

- 1) Review mitigation monitoring plans and environmental commitment records, documenting compliance.
- 2) Perform surveys and tasks as required by the environmental document, monitoring the contractor's biologist and coordinating as necessary.
- 3) Monitor, track, and log environmental trainings for onsite personnel to ensure compliance with environmental requirements.

Task 7: Storm Water Pollution Prevention Plan (SWPPP) – Construction Activities

- 1) Provide SWPPP services appropriate for the project's risk level, including data entry and compliance with relevant regulations.
- 2) Comply with all applicable laws and requirements, including the Clean Water Act, Porter-Cologne, and local permits, performing necessary inspections and follow-ups with the contractor.

Task 8: Material Testing and Quality Assurance

- 1) Test Planning and Coordination
 - a. Review project specifications and requirements to determine the scope of material testing needed.
 - b. Identify the types of materials to be tested, such as concrete, asphalt, soil, steel, etc.
 - c. Determine the frequency and locations for material sampling and testing.
 - d. Coordinate with the project team, including engineers, contractors, and regulatory agencies, to establish a testing schedule and sampling points.
 - e. Prepare a comprehensive material testing plan outlining the methods, standards, and procedures to be followed.
- 2) Sample Collection and Preparation
 - a. Identify appropriate sampling locations based on project specifications and requirements.
 - b. Collect representative samples of the materials to be tested, ensuring proper handling and labeling.
 - c. Prepare samples for testing by following established procedures, including sample splitting, drying, and other necessary treatments.
- 3) Laboratory Testing
 - a. Transport samples to the laboratory facility while maintaining proper chain of custody.
 - b. Conduct a range of material tests based on project requirements, which may include:
 - i. Compression testing for concrete or masonry
 - ii. Sieve analysis for aggregates
 - iii. Atterberg limits testing for soils
 - iv. Asphalt mix design testing
 - v. Chemical analysis for contaminants
- 4) Data Analysis and Reporting
 - a. Analyze test results to determine the material's compliance with project specifications and quality standards.
 - b. Identify any deviations from expected material properties or performance.

- c. Prepare detailed reports summarizing the test results, including pass/fail determinations and any recommended actions.

Task 9: Other Services as Necessary

- 1) Review the Request for Proposal documents and identify any additional services deemed necessary, providing a rationale and explaining the value of these services.

Task 10: Post Construction Services (Close Out/Claims)

- 1) Review punch list items of remaining work, resolve outstanding contract change orders, global settlements, dispute resolution, and arbitration meetings.
- 2) Compile all final material testing reports, documentation, and certifications for inclusion in the project's closeout documentation.
- 3) Provide project changes to original design documents, records, and drawings.
- 4) Review and process the final payment.

List of Potential Projects Requested for Services

Project Number	Project Name	Description	Construction Fiscal Year
50355	Esplanade Corridor Safety & Accessibility	Esplanade Corridor Safety and Accessibility Improvement Project Includes Various Non-Motorized "Complete Streets" Improvements	23/24
50620	Cohasset Bridge Repair	Restoration of fire-damaged Cohasset Road Bridge	23/24
50067	North Esplanade Reconstruction Project	The North Esplanade Reconstruction Project consists of widening and improving the Esplanade Corridor between Eaton Road to the northerly curb returns of the Leora Court/Nord Highway intersection with Esplanade (approximately 0.7 miles in length).	24/25
50231	Salem St Bridge	Salem Street at Little Chico Creek (LCC) bridge replacement.	24/25
50233	Pomona Ave Bridge	Pomona Avenue bridge replacement.	24/25
50472	Floral-Eaton Roundabout	Installation of a 4-lane roundabout at the intersection of Floral Avenue and Eaton Road.	24/25
50494	2025 Road Rehabilitation	Annual road rehabilitation project.	24/25
50548	Commerce Ct Gap Closure	Gap Closure and Cul de Sac removal project, sidewalk repair and parking installation.	24/25
50576	Upper Park Road	Full-width cape seal roadway treatment on	24/25

Project Number	Project Name	Description	Construction Fiscal Year
	Treatment	Upper Park Road from the Wildwood Avenue roundabout to the entrance of Parking Lot E at Horseshoe Lake.	
TBD	2025 Pavement Preservation	Annual slurry seal project.	24/25
50331	Fair St Multi-Modal Improvements	Road rehabilitation and bicycle and pedestrian facility improvements.	25/26
50424	P18 Sewer Trunkline	Install segments of the P-18 Sewer Trunkline to serve new development, as identified in the 2013 Sanitary Sewer Master Plan (SSMP), within the P-18 pipeline run.	25/26
50441	Hegan Lane Congestion Relief	Intersection improvements and upgrade circulation to connections to reduce traffic delays in and around the Hegan Lane Business park district.	25/26
50453	Notre Dame Bridge	Installation of 2 lane bridge along Notre Dame Boulevard Across Little Chico Creek, and Bike path Realignment.	25/26
50469	Parkwood Drive Sewer	Installation sewer main and service laterals along Parkwood Drive and Pamela Way.	25/26
50488	Eaton 99 Roundabout SB	Intersection improvements and upgraded circulation connections to reduce traffic delays at the west Eaton Road and Southbound SR 99 ramps.	25/26
50537	W Sac RR Xing Improvements	Upper Railroad Crossing Improvement on West Sacramento Avenue.	25/26
50560	2027 Road Rehabilitation	Annual road rehabilitation project.	25/26
50614	N Cedar St Improvement	Construction of urban-level street improvements on North Cedar Street from West Sacramento Avenue to West Fourth Avenue that includes curb, gutter, sidewalk, and a full roadway reconstruction.	25/26
TBD	2026 Pavement Preservation	Annual slurry seal project.	25/26
50232	Guynn Ave Bridge	Guynn Road at Lindo Channel bridge replacement.	26/27
50452	Downtown Chico Complete Streets	Installation of vehicular lane reductions per the adopted Downtown Access Plan, to create new parking spaces along Main Street and Broadway in the downtown area. Project will include signage, new bike lanes and pavement surfaces.	26/27

Project Number	Project Name	Description	Construction Fiscal Year
50475	SR32 Phase 3	The purpose of the project is to complete the final phase of the SR 32 Widening from the structure between Forest Avenue and El Monte Avenue to the Yosemite Avenue.	26/27
50495	2026 Road Rehabilitation	Annual road rehabilitation project.	26/27
TBD	2027 Pavement Preservation	Annual slurry seal project.	26/27

** The list of projects and construction schedules are subject to change.*

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-9.

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

DEWBERRY ENGINEERS, INC.
PROVIDER

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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.

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EXHIBIT C

COMPENSATION

Compensation shall not exceed **\$15,800,000.00**. Compensation for services shall be in accordance with the specified rates of compensation, shown on the following page(s):

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. City of Chico Contract No. & Inspection Services **Participation Amount \$** Date 11/3/2023

For Combined Rate	Fringe Benefit % + General & Administrative% + Overhead = Combined ICR %	
	Facilities Capital Cost of Money = Combined ICR %	
For Home Office	Fringe Benefit % + General & Administrative% + Overhead = 152.52% Home Office ICR %	
For Field Office	Fringe Benefit % + General & Administrative% + Overhead = 127.93% Field Office ICR %	
OR		
	FEE % = 12%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range- for Classification Only	Billing Rate Range for Classification Only
	Straight	OT(1.5x)	OT(2x)	From	To				
Howard Zabell* PRINCIPAL Principal-In-Charge	\$340.00	\$340.00	\$340.00	7/1/2023	6/30/2024	\$133.19	0.00%	NA	NA
	\$357.00	\$357.00	\$357.00	7/1/2024	6/30/2025	\$139.85	5.00%	NA	NA
	\$374.85	\$374.85	\$374.85	7/1/2025	6/30/2026	\$146.84	5.00%	NA	NA
	\$393.59	\$393.59	\$393.59	7/1/2026	6/30/2027	\$154.18	5.00%	NA	NA
	\$413.27	\$413.27	\$413.27	7/1/2027	6/30/2028	\$161.89	5.00%	NA	NA
Robert Shackelford* CONSTRUCTION PROFESSIONAL VII Contract/Project Manager	\$288.83	\$288.83	\$288.83	7/1/2023	6/30/2024	\$113.14	0.00%	NA	NA
	\$303.27	\$303.27	\$303.27	7/1/2024	6/30/2025	\$118.80	5.00%	NA	NA
	\$318.43	\$318.43	\$318.43	7/1/2025	6/30/2026	\$124.74	5.00%	NA	NA
	\$334.35	\$334.35	\$334.35	7/1/2026	6/30/2027	\$130.97	5.00%	NA	NA
	\$351.07	\$351.07	\$351.07	7/1/2027	6/30/2028	\$137.52	5.00%	NA	NA
Dion Carr* CONSTRUCTION PROFESSIONAL V Resident Engineer	\$232.84	\$232.84	\$232.84	7/1/2023	6/30/2024	\$91.21	0.00%	NA	NA
	\$244.48	\$244.48	\$244.48	7/1/2024	6/30/2025	\$95.77	5.00%	NA	NA
	\$256.71	\$256.71	\$256.71	7/1/2025	6/30/2026	\$100.56	5.00%	NA	NA
	\$269.54	\$269.54	\$269.54	7/1/2026	6/30/2027	\$105.59	5.00%	NA	NA
	\$283.02	\$283.02	\$283.02	7/1/2027	6/30/2028	\$110.87	5.00%	NA	NA
Elias Travis* CONSTRUCTION PROFESSIONAL V Resident Engineer	\$212.16	\$212.16	\$212.16	7/1/2023	6/30/2024	\$83.11	0.00%	NA	NA
	\$222.77	\$222.77	\$222.77	7/1/2024	6/30/2025	\$87.27	5.00%	NA	NA
	\$233.91	\$233.91	\$233.91	7/1/2025	6/30/2026	\$91.63	5.00%	NA	NA
	\$245.61	\$245.61	\$245.61	7/1/2026	6/30/2027	\$96.21	5.00%	NA	NA
	\$257.89	\$257.89	\$257.89	7/1/2027	6/30/2028	\$101.02	5.00%	NA	NA

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ City of Chicago _____ Date 11/3/2023

Contract No. _____ Participation Amount \$ _____

On-Call Construction Management & Inspection Services

Kyle Cameron* CONSTRUCTION PROFESSIONAL V Resident Engineer	\$199.71 \$209.69 \$220.18 \$231.19 \$242.74	\$199.71 \$209.69 \$220.18 \$231.19 \$242.74	\$199.71 \$209.69 \$220.18 \$231.19 \$242.74	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$78.23 \$82.14 \$86.25 \$90.56 \$95.09	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Jordan Gobel* CONSTRUCTION PROFESSIONAL V Resident Engineer	\$216.99 \$227.84 \$239.23 \$251.19 \$263.75	\$216.99 \$227.84 \$239.23 \$251.19 \$263.75	\$216.99 \$227.84 \$239.23 \$251.19 \$263.75	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$85.00 \$89.25 \$93.71 \$98.40 \$103.32	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Kirsten Newton* ADMIN PROFESSIONAL IV Office Engineer	\$143.62 \$150.80 \$158.34 \$166.26 \$174.57	\$143.62 \$150.80 \$158.34 \$166.26 \$174.57	\$143.62 \$150.80 \$158.34 \$166.26 \$174.57	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$56.26 \$59.07 \$62.03 \$65.13 \$68.38	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Cam Francis* ADMIN PROFESSIONAL III Office Engineer	\$114.67 \$120.41 \$126.43 \$132.75 \$139.39	\$114.67 \$120.41 \$126.43 \$132.75 \$139.39	\$114.67 \$120.41 \$126.43 \$132.75 \$139.39	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$44.92 \$47.17 \$49.52 \$52.00 \$54.60	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Raymond Tunkel (Straight)*** INSPECTOR VII ** Construction Inspector**	\$226.08 \$237.38 \$249.25 \$261.71 \$274.80	\$226.08 \$237.38 \$249.25 \$261.71 \$274.80	\$226.08 \$237.38 \$249.25 \$261.71 \$274.80	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$88.56 \$92.99 \$97.64 \$102.52 \$107.65	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Erick Mendoza (Straight)*** INSPECTOR VI ** Construction Inspector**	\$178.01 \$186.91 \$196.26 \$206.07 \$216.38	\$178.01 \$186.91 \$196.26 \$206.07 \$216.38	\$178.01 \$186.91 \$196.26 \$206.07 \$216.38	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$69.73 \$73.22 \$76.88 \$80.72 \$84.76	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Jacob Gillmore (Straight)*** INSPECTOR VI ** Construction Inspector**	\$176.61 \$185.44 \$194.71 \$204.45 \$214.67	\$176.61 \$185.44 \$194.71 \$204.45 \$214.67	\$176.61 \$185.44 \$194.71 \$204.45 \$214.67	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$69.18 \$72.64 \$76.27 \$80.09 \$84.09	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ On-Call Construction Management & Inspection Services **Participation Amount \$** _____ Date 11/3/2023

Said Najafi (Straight)*** INSPECTOR VI ** Construction Inspector**	\$217.50 \$228.37 \$239.79 \$251.78 \$264.37	\$217.50 \$228.37 \$239.79 \$251.78 \$264.37	\$217.50 \$228.37 \$239.79 \$251.78 \$264.37	\$217.50 \$228.37 \$239.79 \$251.78 \$264.37	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$85.20 \$89.46 \$93.93 \$98.63 \$103.56	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Keith Spottswood (Straight)* INSPECTOR V ** Construction Inspector**	\$192.75 \$202.38 \$212.50 \$223.13 \$234.28	\$192.75 \$202.38 \$212.50 \$223.13 \$234.28	\$192.75 \$202.38 \$212.50 \$223.13 \$234.28	\$192.75 \$202.38 \$212.50 \$223.13 \$234.28	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$75.50 \$79.28 \$83.24 \$87.40 \$91.77	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Russell Burch (Straight)* INSPECTOR IV ** Construction Inspector**	\$178.95 \$187.90 \$197.29 \$207.15 \$217.51	\$178.95 \$187.90 \$197.29 \$207.15 \$217.51	\$178.95 \$187.90 \$197.29 \$207.15 \$217.51	\$178.95 \$187.90 \$197.29 \$207.15 \$217.51	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$70.10 \$73.60 \$77.28 \$81.15 \$85.20	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Wesley Howard (Straight)* INSPECTOR IV ** Construction Inspector**	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$74.98 \$78.73 \$82.67 \$86.80 \$91.14	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Timothy Johnson (Straight)*** INSPECTOR IV ** Construction Inspector**	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	\$191.41 \$200.98 \$211.03 \$221.58 \$232.66	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$74.98 \$78.73 \$82.67 \$86.80 \$91.14	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
Nathanael Snyder (Straight)* INSPECTOR III ** Construction Inspector**	\$191.30 \$200.87 \$210.91 \$221.46 \$232.53	\$191.30 \$200.87 \$210.91 \$221.46 \$232.53	\$191.30 \$200.87 \$210.91 \$221.46 \$232.53	\$191.30 \$200.87 \$210.91 \$221.46 \$232.53	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$74.94 \$78.68 \$82.62 \$86.75 \$91.09	0.00% 5.00% 5.00% 5.00% 5.00%	NA NA NA NA NA	NA NA NA NA NA	NA NA NA NA NA
To Be Determined PRINCIPAL	\$339.39 \$356.36 \$374.17 \$392.88 \$412.53	\$339.39 \$356.36 \$374.17 \$392.88 \$412.53	\$339.39 \$356.36 \$374.17 \$392.88 \$412.53	\$339.39 \$356.36 \$374.17 \$392.88 \$412.53	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	0.00% 5.00% 5.00% 5.00% 5.00%	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	\$339.39 \$356.36 \$374.17 \$392.88 \$412.53
Exempt/Hourly											

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. City of Chicago

Contract No. On-Call Construction Management
& Inspection Services

Participation Amount \$

Date 11/3/2023

To Be Determined ENGINEER IX	\$335.00 \$351.75 \$369.34 \$387.80 \$407.19	\$335.00 \$351.75 \$369.34 \$387.80 \$407.19	\$335.00 \$351.75 \$369.34 \$387.80 \$407.19	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$118.45 \$124.37 \$130.59 \$137.12 \$143.98	0.00% 5.00% 5.00% 5.00% 5.00%	\$111.90 \$117.49 \$123.37 \$129.54 \$136.01	\$125.00 \$131.25 \$137.81 \$144.70 \$151.94	\$316.47 \$332.30 \$348.91 \$366.36 \$384.67	\$353.53 \$371.20 \$389.76 \$409.25 \$429.72
Exempt/Hourly											
To Be Determined ENGINEER VIII	\$305.00 \$320.25 \$336.26 \$353.08 \$370.73	\$305.00 \$320.25 \$336.26 \$353.08 \$370.73	\$305.00 \$320.25 \$336.26 \$353.08 \$370.73	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$107.84 \$113.23 \$118.90 \$124.84 \$131.08	0.00% 5.00% 5.00% 5.00% 5.00%	\$103.68 \$108.87 \$114.31 \$120.03 \$126.03	\$112.00 \$117.60 \$123.48 \$129.65 \$136.14	\$293.24 \$307.90 \$323.30 \$339.46 \$356.43	\$316.76 \$332.60 \$349.23 \$366.69 \$385.03
Exempt/Hourly											
To Be Determined ENGINEER VII	\$275.00 \$288.75 \$303.19 \$318.35 \$334.26	\$275.00 \$288.75 \$303.19 \$318.35 \$334.26	\$275.00 \$288.75 \$303.19 \$318.35 \$334.26	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$97.23 \$102.10 \$107.20 \$112.56 \$118.19	0.00% 5.00% 5.00% 5.00% 5.00%	\$90.47 \$94.99 \$99.74 \$104.73 \$109.96	\$104.00 \$109.20 \$114.66 \$120.39 \$126.41	\$255.86 \$268.66 \$282.09 \$296.20 \$311.01	\$294.14 \$308.84 \$324.28 \$340.50 \$357.52
Exempt/Hourly											
To Be Determined ENGINEER VI	\$250.00 \$262.50 \$275.63 \$289.41 \$303.88	\$250.00 \$262.50 \$275.63 \$289.41 \$303.88	\$250.00 \$262.50 \$275.63 \$289.41 \$303.88	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$88.39 \$92.81 \$97.46 \$102.33 \$107.44	0.00% 5.00% 5.00% 5.00% 5.00%	\$85.79 \$90.08 \$94.58 \$99.31 \$104.28	\$91.00 \$95.55 \$100.33 \$105.34 \$110.61	\$242.63 \$254.76 \$267.50 \$280.88 \$294.92	\$257.37 \$270.24 \$283.75 \$297.94 \$312.83
Exempt/Hourly											
To Be Determined ENGINEER V	\$215.00 \$225.75 \$237.04 \$248.89 \$261.33	\$215.00 \$225.75 \$237.04 \$248.89 \$261.33	\$215.00 \$225.75 \$237.04 \$248.89 \$261.33	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$76.02 \$79.82 \$83.81 \$88.00 \$92.40	0.00% 5.00% 5.00% 5.00% 5.00%	\$66.04 \$69.34 \$72.81 \$76.45 \$80.27	\$86.00 \$90.30 \$94.82 \$99.56 \$104.53	\$186.77 \$196.11 \$205.92 \$216.21 \$227.02	\$243.23 \$255.39 \$268.16 \$281.57 \$295.64
Exempt/Hourly											
To Be Determined ENGINEER IV	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$65.41 \$68.68 \$72.12 \$75.72 \$79.51	0.00% 5.00% 5.00% 5.00% 5.00%	\$63.82 \$67.02 \$70.37 \$73.88 \$77.58	\$67.00 \$70.35 \$73.87 \$77.56 \$81.44	\$180.51 \$189.53 \$199.01 \$208.96 \$219.41	\$189.49 \$198.97 \$208.91 \$219.36 \$230.33
Exempt/Hourly											
To Be Determined ENGINEER III	\$170.00 \$178.50 \$187.43 \$196.80 \$206.64	\$170.00 \$178.50 \$187.43 \$196.80 \$206.64	\$170.00 \$178.50 \$187.43 \$196.80 \$206.64	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$60.11 \$63.11 \$66.27 \$69.58 \$73.06	0.00% 5.00% 5.00% 5.00% 5.00%	\$56.22 \$59.03 \$61.98 \$65.08 \$68.33	\$64.00 \$67.20 \$70.56 \$74.09 \$77.79	\$158.99 \$166.94 \$175.29 \$184.06 \$193.26	\$181.01 \$190.06 \$199.56 \$209.54 \$220.01
Exempt/Hourly											

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. City of Chicago

Contract No. On-Call Construction Management
& Inspection Services

Participation Amount \$

Date 11/3/2023

To Be Determined ENGINEER II	\$150.00	\$150.00	\$150.00	\$157.50	\$157.50	7/1/2023	6/30/2024	\$53.04	0.00%	\$49.07	\$57.00	\$138.79	\$161.21
	\$157.50	\$157.50	\$157.50	\$165.38	\$165.38	7/1/2024	6/30/2025	\$55.69	5.00%	\$51.53	\$59.85	\$145.73	\$169.27
	\$165.38	\$165.38	\$165.38	\$173.64	\$173.64	7/1/2025	6/30/2026	\$58.47	5.00%	\$54.10	\$62.84	\$153.02	\$177.73
Exempt/Hourly	\$173.64	\$173.64	\$173.64	\$182.33	\$182.33	7/1/2026	6/30/2027	\$61.40	5.00%	\$56.81	\$65.98	\$160.67	\$186.62
	\$182.33	\$182.33	\$182.33	\$182.33	\$182.33	7/1/2027	6/30/2028	\$64.47	5.00%	\$59.65	\$69.28	\$168.70	\$195.95
To Be Determined ENGINEER I	\$125.00	\$125.00	\$125.00	\$131.25	\$131.25	7/1/2023	6/30/2024	\$44.20	0.00%	\$38.39	\$50.00	\$108.59	\$141.41
	\$131.25	\$131.25	\$131.25	\$137.81	\$137.81	7/1/2024	6/30/2025	\$46.41	5.00%	\$40.31	\$52.50	\$114.02	\$148.48
	\$137.81	\$137.81	\$137.81	\$144.70	\$144.70	7/1/2025	6/30/2026	\$48.73	5.00%	\$42.33	\$55.13	\$119.72	\$155.91
Exempt/Hourly	\$144.70	\$144.70	\$144.70	\$151.94	\$151.94	7/1/2026	6/30/2027	\$51.16	5.00%	\$44.45	\$57.88	\$125.71	\$163.70
	\$151.94	\$151.94	\$151.94	\$151.94	\$151.94	7/1/2027	6/30/2028	\$53.72	5.00%	\$46.67	\$60.78	\$131.99	\$171.89
To Be Determined TECHNICAL VI	\$200.00	\$200.00	\$200.00	\$210.00	\$210.00	7/1/2023	6/30/2024	\$70.72	0.00%	\$63.43	\$78.00	\$179.40	\$220.60
	\$210.00	\$210.00	\$210.00	\$220.50	\$220.50	7/1/2024	6/30/2025	\$74.25	5.00%	\$66.60	\$81.90	\$188.37	\$231.63
	\$220.50	\$220.50	\$220.50	\$231.53	\$231.53	7/1/2025	6/30/2026	\$77.96	5.00%	\$69.93	\$86.00	\$197.79	\$243.21
Exempt/Hourly	\$231.53	\$231.53	\$231.53	\$243.10	\$243.10	7/1/2026	6/30/2027	\$81.86	5.00%	\$73.43	\$90.29	\$207.68	\$255.37
	\$243.10	\$243.10	\$243.10	\$243.10	\$243.10	7/1/2027	6/30/2028	\$85.96	5.00%	\$77.10	\$94.81	\$218.06	\$268.14
To Be Determined TECHNICAL V	\$170.00	\$170.00	\$170.00	\$178.50	\$178.50	7/1/2023	6/30/2024	\$60.11	0.00%	\$56.22	\$64.00	\$158.99	\$181.01
	\$178.50	\$178.50	\$178.50	\$187.43	\$187.43	7/1/2024	6/30/2025	\$63.11	5.00%	\$59.03	\$67.20	\$166.94	\$190.06
	\$187.43	\$187.43	\$187.43	\$196.80	\$196.80	7/1/2025	6/30/2026	\$66.27	5.00%	\$61.98	\$70.56	\$175.29	\$199.56
Exempt/Hourly	\$196.80	\$196.80	\$196.80	\$206.64	\$206.64	7/1/2026	6/30/2027	\$69.58	5.00%	\$65.08	\$74.09	\$184.06	\$209.54
	\$206.64	\$206.64	\$206.64	\$206.64	\$206.64	7/1/2027	6/30/2028	\$73.06	5.00%	\$68.33	\$77.79	\$193.26	\$220.01
To Be Determined TECHNICAL IV	\$155.00	\$155.00	\$155.00	\$162.75	\$162.75	7/1/2023	6/30/2024	\$54.80	0.00%	\$52.61	\$57.00	\$148.79	\$161.21
	\$162.75	\$162.75	\$162.75	\$170.89	\$170.89	7/1/2024	6/30/2025	\$57.54	5.00%	\$55.24	\$59.85	\$156.23	\$169.27
	\$170.89	\$170.89	\$170.89	\$179.43	\$179.43	7/1/2025	6/30/2026	\$60.42	5.00%	\$58.00	\$62.84	\$164.04	\$177.73
Non-Exempt/Hourly	\$179.43	\$179.43	\$179.43	\$188.40	\$188.40	7/1/2026	6/30/2027	\$63.44	5.00%	\$60.90	\$65.98	\$172.24	\$186.62
	\$188.40	\$188.40	\$188.40	\$188.40	\$188.40	7/1/2027	6/30/2028	\$66.62	5.00%	\$63.95	\$69.28	\$180.86	\$195.95
To Be Determined TECHNICAL III	\$145.00	\$145.00	\$145.00	\$152.25	\$152.25	7/1/2023	6/30/2024	\$51.27	0.00%	\$46.54	\$56.00	\$131.62	\$158.38
	\$152.25	\$152.25	\$152.25	\$159.86	\$159.86	7/1/2024	6/30/2025	\$53.83	5.00%	\$48.86	\$58.80	\$138.20	\$166.30
	\$159.86	\$159.86	\$159.86	\$167.86	\$167.86	7/1/2025	6/30/2026	\$56.52	5.00%	\$51.31	\$61.74	\$145.11	\$174.61
Exempt/Hourly	\$167.86	\$167.86	\$167.86	\$176.25	\$176.25	7/1/2026	6/30/2027	\$59.35	5.00%	\$53.87	\$64.83	\$152.37	\$183.35
	\$176.25	\$176.25	\$176.25	\$176.25	\$176.25	7/1/2027	6/30/2028	\$62.32	5.00%	\$56.57	\$68.07	\$159.98	\$192.51
To Be Determined TECHNICAL II	\$115.00	\$115.00	\$115.00	\$120.75	\$120.75	7/1/2023	6/30/2024	\$40.66	0.00%	\$35.32	\$46.00	\$99.90	\$130.10
	\$120.75	\$120.75	\$120.75	\$126.79	\$126.79	7/1/2024	6/30/2025	\$42.69	5.00%	\$37.09	\$48.30	\$104.90	\$136.60
	\$126.79	\$126.79	\$126.79	\$133.13	\$133.13	7/1/2025	6/30/2026	\$44.83	5.00%	\$38.94	\$50.72	\$110.14	\$143.43
Non-Exempt/Hourly	\$133.13	\$133.13	\$133.13	\$139.78	\$139.78	7/1/2026	6/30/2027	\$47.07	5.00%	\$40.89	\$53.25	\$115.65	\$150.61
	\$139.78	\$139.78	\$139.78	\$139.78	\$139.78	7/1/2027	6/30/2028	\$49.42	5.00%	\$42.94	\$55.91	\$121.43	\$158.14

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. City of Chicago

Contract No. On-Call Construction Management
& Inspection Services

Participation Amount \$

Date 11/3/2023

To Be Determined TECHNICAL I	\$95.00	\$95.00	\$95.00	7/1/2023	6/30/2024	\$33.59	0.00%	\$28.18	\$39.00	\$79.70	\$110.30
	\$99.75	\$99.75	\$99.75	7/1/2024	6/30/2025	\$35.27	5.00%	\$29.59	\$40.95	\$83.68	\$115.82
	\$104.74	\$104.74	\$104.74	7/1/2025	6/30/2026	\$37.03	5.00%	\$31.07	\$43.00	\$87.87	\$121.61
	\$109.97	\$109.97	\$109.97	7/1/2026	6/30/2027	\$38.88	5.00%	\$32.62	\$45.15	\$92.26	\$127.69
	\$115.47	\$115.47	\$115.47	7/1/2027	6/30/2028	\$40.83	5.00%	\$34.25	\$47.40	\$96.87	\$134.07
Non-Exempt/Hourly											
To Be Determined CADD TECHNICIAN V	\$195.00	\$195.00	\$195.00	7/1/2023	6/30/2024	\$68.95	0.00%	\$65.90	\$72.00	\$186.37	\$203.63
	\$204.75	\$204.75	\$204.75	7/1/2024	6/30/2025	\$72.40	5.00%	\$69.19	\$75.60	\$195.69	\$213.81
	\$214.99	\$214.99	\$214.99	7/1/2025	6/30/2026	\$76.02	5.00%	\$72.65	\$79.38	\$205.47	\$224.50
	\$225.74	\$225.74	\$225.74	7/1/2026	6/30/2027	\$79.82	5.00%	\$76.28	\$83.35	\$215.74	\$235.73
	\$237.02	\$237.02	\$237.02	7/1/2027	6/30/2028	\$83.81	5.00%	\$80.10	\$87.52	\$226.53	\$247.52
Non-Exempt/Hourly											
To Be Determined CADD TECHNICIAN IV	\$155.00	\$155.00	\$155.00	7/1/2023	6/30/2024	\$54.80	0.00%	\$44.61	\$65.00	\$126.17	\$183.83
	\$162.75	\$162.75	\$162.75	7/1/2024	6/30/2025	\$57.54	5.00%	\$46.84	\$68.25	\$132.47	\$193.03
	\$170.89	\$170.89	\$170.89	7/1/2025	6/30/2026	\$60.42	5.00%	\$49.18	\$71.66	\$139.10	\$202.68
	\$179.43	\$179.43	\$179.43	7/1/2026	6/30/2027	\$63.44	5.00%	\$51.64	\$75.25	\$146.05	\$212.81
	\$188.40	\$188.40	\$188.40	7/1/2027	6/30/2028	\$66.62	5.00%	\$54.22	\$79.01	\$153.35	\$223.45
Non-Exempt/Hourly											
To Be Determined CADD TECHNICIAN III	\$130.00	\$130.00	\$130.00	7/1/2023	6/30/2024	\$45.97	0.00%	\$41.93	\$50.00	\$118.59	\$141.41
	\$136.50	\$136.50	\$136.50	7/1/2024	6/30/2025	\$48.26	5.00%	\$44.03	\$52.50	\$124.52	\$148.48
	\$143.33	\$143.33	\$143.33	7/1/2025	6/30/2026	\$50.68	5.00%	\$46.23	\$55.13	\$130.74	\$155.91
	\$150.49	\$150.49	\$150.49	7/1/2026	6/30/2027	\$53.21	5.00%	\$48.54	\$57.88	\$137.28	\$163.70
	\$158.02	\$158.02	\$158.02	7/1/2027	6/30/2028	\$55.87	5.00%	\$50.97	\$60.78	\$144.15	\$171.89
Non-Exempt/Hourly											
To Be Determined CADD TECHNICIAN II	\$110.00	\$110.00	\$110.00	7/1/2023	6/30/2024	\$38.89	0.00%	\$35.79	\$42.00	\$101.21	\$118.79
	\$115.50	\$115.50	\$115.50	7/1/2024	6/30/2025	\$40.84	5.00%	\$37.58	\$44.10	\$106.28	\$124.72
	\$121.28	\$121.28	\$121.28	7/1/2025	6/30/2026	\$42.88	5.00%	\$39.46	\$46.31	\$111.59	\$130.96
	\$127.34	\$127.34	\$127.34	7/1/2026	6/30/2027	\$45.02	5.00%	\$41.43	\$48.62	\$117.17	\$137.51
	\$133.71	\$133.71	\$133.71	7/1/2027	6/30/2028	\$47.28	5.00%	\$43.50	\$51.05	\$123.03	\$144.38
Non-Exempt/Hourly											
To Be Determined CADD TECHNICIAN I	\$90.00	\$90.00	\$90.00	7/1/2023	6/30/2024	\$31.82	0.00%	\$26.64	\$37.00	\$75.36	\$104.64
	\$94.50	\$94.50	\$94.50	7/1/2024	6/30/2025	\$33.41	5.00%	\$27.98	\$38.85	\$79.12	\$109.88
	\$99.22	\$99.22	\$99.22	7/1/2025	6/30/2026	\$35.08	5.00%	\$29.38	\$40.79	\$83.08	\$115.37
	\$104.19	\$104.19	\$104.19	7/1/2026	6/30/2027	\$36.84	5.00%	\$30.84	\$42.83	\$87.23	\$121.14
	\$109.40	\$109.40	\$109.40	7/1/2027	6/30/2028	\$38.68	5.00%	\$32.39	\$44.97	\$91.60	\$127.20
Non-Exempt/Hourly											
To Be Determined DESIGNER VI	\$240.00	\$240.00	\$240.00	7/1/2023	6/30/2024	\$84.86	0.00%	\$77.72	\$92.00	\$219.80	\$260.20
	\$252.00	\$252.00	\$252.00	7/1/2024	6/30/2025	\$89.10	5.00%	\$81.60	\$96.60	\$230.79	\$273.21
	\$264.60	\$264.60	\$264.60	7/1/2025	6/30/2026	\$93.56	5.00%	\$85.68	\$101.43	\$242.33	\$286.87
	\$277.83	\$277.83	\$277.83	7/1/2026	6/30/2027	\$98.23	5.00%	\$89.97	\$106.50	\$254.45	\$301.21
	\$291.72	\$291.72	\$291.72	7/1/2027	6/30/2028	\$103.15	5.00%	\$94.47	\$111.83	\$267.17	\$316.27
Exempt/Hourly											

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No. City of Chicago

Contract No. On-Call Construction Management
& Inspection Services

Participation Amount \$

Date 11/3/2023

To Be Determined DESIGNER V	\$220.00 \$231.00 \$242.55 \$254.68 \$267.41	\$220.00 \$231.00 \$242.55 \$254.68 \$267.41	\$220.00 \$231.00 \$242.55 \$254.68 \$267.41	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$77.79 \$81.68 \$85.76 \$90.05 \$94.55	0.00% 5.00% 5.00% 5.00% 5.00%	\$73.57 \$77.25 \$81.12 \$85.17 \$89.43	\$208.09 \$218.49 \$229.41 \$240.89 \$252.93	\$231.91 \$243.51 \$255.69 \$268.47 \$281.89
Exempt/Hourly										
To Be Determined DESIGNER IV	\$200.00 \$210.00 \$220.50 \$231.53 \$243.10	\$200.00 \$210.00 \$220.50 \$231.53 \$243.10	\$200.00 \$210.00 \$220.50 \$231.53 \$243.10	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$70.72 \$74.25 \$77.96 \$81.86 \$85.96	0.00% 5.00% 5.00% 5.00% 5.00%	\$66.43 \$69.75 \$73.24 \$76.90 \$80.75	\$187.88 \$197.28 \$207.14 \$217.50 \$228.37	\$212.12 \$222.72 \$233.86 \$245.55 \$257.83
Exempt/Hourly										
To Be Determined DESIGNER III	\$175.00 \$183.75 \$192.94 \$202.58 \$212.71	\$175.00 \$183.75 \$192.94 \$202.58 \$212.71	\$175.00 \$183.75 \$192.94 \$202.58 \$212.71	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$61.88 \$64.97 \$68.22 \$71.63 \$75.21	0.00% 5.00% 5.00% 5.00% 5.00%	\$56.75 \$59.59 \$62.57 \$65.70 \$68.98	\$160.51 \$168.53 \$176.96 \$185.81 \$195.10	\$189.49 \$198.97 \$208.91 \$219.36 \$230.33
Exempt/Hourly										
To Be Determined DESIGNER II	\$150.00 \$157.50 \$165.38 \$173.64 \$182.33	\$150.00 \$157.50 \$165.38 \$173.64 \$182.33	\$150.00 \$157.50 \$165.38 \$173.64 \$182.33	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$53.04 \$55.69 \$58.47 \$61.40 \$64.47	0.00% 5.00% 5.00% 5.00% 5.00%	\$48.07 \$50.48 \$53.00 \$55.65 \$58.43	\$135.96 \$142.76 \$149.90 \$157.39 \$165.26	\$164.04 \$172.24 \$180.85 \$189.89 \$199.39
Exempt/Hourly										
To Be Determined DESIGNER I	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$42.43 \$44.55 \$46.78 \$49.12 \$51.57	0.00% 5.00% 5.00% 5.00% 5.00%	\$35.86 \$37.65 \$39.53 \$41.51 \$43.59	\$101.42 \$106.49 \$111.81 \$117.40 \$123.27	\$138.58 \$145.51 \$152.79 \$160.43 \$168.45
Exempt/Hourly										
To Be Determined PROFESSIONAL IX	\$320.00 \$336.00 \$352.80 \$370.44 \$388.96	\$320.00 \$336.00 \$352.80 \$370.44 \$388.96	\$320.00 \$336.00 \$352.80 \$370.44 \$388.96	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$113.15 \$118.80 \$124.74 \$130.98 \$137.53	0.00% 5.00% 5.00% 5.00% 5.00%	\$91.29 \$95.85 \$100.65 \$105.68 \$110.96	\$258.19 \$271.10 \$284.65 \$298.89 \$313.83	\$381.81 \$400.90 \$420.95 \$441.99 \$464.09
Exempt/Hourly										
To Be Determined PROFESSIONAL VIII	\$285.00 \$299.25 \$314.21 \$329.92 \$346.42	\$285.00 \$299.25 \$314.21 \$329.92 \$346.42	\$285.00 \$299.25 \$314.21 \$329.92 \$346.42	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$100.77 \$105.81 \$111.10 \$116.65 \$122.49	0.00% 5.00% 5.00% 5.00% 5.00%	\$96.54 \$101.37 \$106.44 \$111.76 \$117.34	\$273.04 \$286.69 \$301.02 \$316.07 \$331.88	\$296.96 \$311.81 \$327.40 \$343.77 \$360.96
Exempt/Hourly										

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. City of Chicago

Contract No. On-Call Construction Management
& Inspection Services

Participation Amount \$

Date 11/3/2023

To Be Determined PROFESSIONAL VII	\$260.00 \$273.00 \$286.65 \$300.98 \$316.03	\$260.00 \$273.00 \$286.65 \$300.98 \$316.03	\$260.00 \$273.00 \$286.65 \$300.98 \$316.03	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$91.93 \$96.53 \$101.35 \$106.42 \$111.74	0.00% 5.00% 5.00% 5.00% 5.00%	\$86.86 \$91.20 \$95.76 \$100.55 \$105.58	\$97.00 \$101.85 \$106.94 \$112.29 \$117.90	\$245.66 \$257.95 \$270.84 \$284.38 \$298.60	\$274.34 \$288.05 \$302.46 \$317.58 \$333.46
Exempt/Hourly											
To Be Determined PROFESSIONAL VI	\$230.00 \$241.50 \$253.58 \$266.25 \$279.57	\$230.00 \$241.50 \$253.58 \$266.25 \$279.57	\$230.00 \$241.50 \$253.58 \$266.25 \$279.57	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$81.32 \$85.39 \$89.66 \$94.14 \$98.85	0.00% 5.00% 5.00% 5.00% 5.00%	\$75.65 \$79.43 \$83.40 \$87.57 \$91.95	\$87.00 \$91.35 \$95.92 \$100.71 \$105.75	\$213.94 \$224.64 \$235.87 \$247.67 \$260.05	\$246.06 \$258.36 \$271.28 \$284.84 \$299.08
Exempt/Hourly											
To Be Determined PROFESSIONAL V	\$210.00 \$220.50 \$231.53 \$243.10 \$255.26	\$210.00 \$220.50 \$231.53 \$243.10 \$255.26	\$210.00 \$220.50 \$231.53 \$243.10 \$255.26	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$74.25 \$77.96 \$81.86 \$85.96 \$90.25	0.00% 5.00% 5.00% 5.00% 5.00%	\$69.50 \$72.98 \$76.63 \$80.46 \$84.48	\$79.00 \$82.95 \$87.10 \$91.45 \$96.02	\$196.57 \$206.40 \$216.72 \$227.55 \$238.93	\$223.43 \$234.60 \$246.33 \$258.65 \$271.58
Exempt/Hourly											
To Be Determined PROFESSIONAL IV	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$65.41 \$68.68 \$72.12 \$75.72 \$79.51	0.00% 5.00% 5.00% 5.00% 5.00%	\$60.82 \$63.87 \$67.06 \$70.41 \$73.93	\$70.00 \$73.50 \$77.18 \$81.03 \$85.09	\$172.02 \$180.63 \$189.66 \$199.14 \$209.10	\$197.98 \$207.87 \$218.27 \$229.18 \$240.64
Exempt/Hourly											
To Be Determined PROFESSIONAL III	\$165.00 \$173.25 \$181.91 \$191.01 \$200.56	\$165.00 \$173.25 \$181.91 \$191.01 \$200.56	\$165.00 \$173.25 \$181.91 \$191.01 \$200.56	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$58.34 \$61.26 \$64.32 \$67.54 \$70.91	0.00% 5.00% 5.00% 5.00% 5.00%	\$54.68 \$57.42 \$60.29 \$63.30 \$66.47	\$62.00 \$65.10 \$68.36 \$71.77 \$75.36	\$154.65 \$162.38 \$170.50 \$179.03 \$187.98	\$175.35 \$184.12 \$193.32 \$202.99 \$213.14
Exempt/Hourly											
To Be Determined PROFESSIONAL II	\$140.00 \$147.00 \$154.35 \$162.07 \$170.17	\$140.00 \$147.00 \$154.35 \$162.07 \$170.17	\$140.00 \$147.00 \$154.35 \$162.07 \$170.17	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$49.50 \$51.98 \$54.57 \$57.30 \$60.17	0.00% 5.00% 5.00% 5.00% 5.00%	\$44.00 \$46.20 \$48.51 \$50.94 \$53.48	\$55.00 \$57.75 \$60.64 \$63.67 \$66.85	\$124.45 \$130.67 \$137.20 \$144.06 \$151.27	\$155.55 \$163.33 \$171.50 \$180.07 \$189.07
Exempt/Hourly											
To Be Determined PROFESSIONAL I	\$115.00 \$120.75 \$126.79 \$133.13 \$139.78	\$115.00 \$120.75 \$126.79 \$133.13 \$139.78	\$115.00 \$120.75 \$126.79 \$133.13 \$139.78	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$40.66 \$42.69 \$44.83 \$47.07 \$49.42	0.00% 5.00% 5.00% 5.00% 5.00%	\$35.32 \$37.09 \$38.94 \$40.89 \$42.94	\$46.00 \$48.30 \$50.72 \$53.25 \$55.91	\$99.90 \$104.90 \$110.14 \$115.65 \$121.43	\$130.10 \$136.60 \$143.43 \$150.61 \$158.14
Non-Exempt/Hourly											

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____ City of Chicago _____ Contract No. _____ On-Call Construction Management & Inspection Services _____ **Participation Amount \$** _____ Date 11/3/2023

To Be Determined CONSTRUCTION PROFESSIONAL VII (Field Rate)	\$350.00	\$350.00	\$350.00	\$350.00	7/1/2023	6/30/2024	\$137.10	0.00%	\$129.21	\$145.00	\$329.84	\$370.16
Exempt/Hourly	\$425.43	\$425.43	\$425.43	\$425.43	7/1/2027	6/30/2028	\$166.65	5.00%	\$157.05	\$176.25	\$400.92	\$449.93
To Be Determined CONSTRUCTION PROFESSIONAL VI (Field Rate)	\$330.75	\$330.75	\$330.75	\$330.75	7/1/2024	6/30/2025	\$129.56	5.00%	\$117.38	\$141.75	\$299.64	\$361.86
Exempt/Hourly	\$382.88	\$382.88	\$382.88	\$382.88	7/1/2027	6/30/2028	\$149.99	5.00%	\$135.88	\$164.09	\$346.87	\$418.90
To Be Determined CONSTRUCTION PROFESSIONAL V (Field Rate)	\$265.00	\$265.00	\$265.00	\$265.00	7/1/2023	6/30/2024	\$103.81	0.00%	\$97.61	\$110.00	\$249.19	\$280.81
Exempt/Hourly	\$322.11	\$322.11	\$322.11	\$322.11	7/1/2027	6/30/2028	\$126.18	5.00%	\$118.65	\$133.71	\$302.89	\$341.33
To Be Determined CONSTRUCTION PROFESSIONAL IV (Field Rate)	\$246.75	\$246.75	\$246.75	\$246.75	7/1/2024	6/30/2025	\$96.66	5.00%	\$90.42	\$102.90	\$230.82	\$262.68
Exempt/Hourly	\$272.04	\$272.04	\$272.04	\$272.04	7/1/2026	6/30/2027	\$106.57	5.00%	\$99.68	\$113.45	\$254.47	\$289.61
To Be Determined CONSTRUCTION PROFESSIONAL III (Field Rate)	\$205.00	\$205.00	\$205.00	\$205.00	7/1/2023	6/30/2024	\$80.30	0.00%	\$73.61	\$87.00	\$187.91	\$222.09
Exempt/Hourly	\$249.18	\$249.18	\$249.18	\$249.18	7/1/2027	6/30/2028	\$97.61	5.00%	\$89.47	\$105.75	\$228.40	\$269.96
To Be Determined CONSTRUCTION PROFESSIONAL II (Field Rate)	\$178.50	\$178.50	\$178.50	\$178.50	7/1/2024	6/30/2025	\$69.92	5.00%	\$62.15	\$77.70	\$158.65	\$198.35
Exempt/Hourly	\$206.64	\$206.64	\$206.64	\$206.64	7/1/2026	6/30/2027	\$77.09	5.00%	\$68.52	\$85.66	\$174.91	\$218.69
To Be Determined CONSTRUCTION PROFESSIONAL I (Field Rate)	\$140.00	\$140.00	\$140.00	\$140.00	7/1/2023	6/30/2024	\$54.84	0.00%	\$49.68	\$60.00	\$126.83	\$153.17
Exempt/Hourly	\$162.07	\$162.07	\$162.07	\$162.07	7/1/2026	6/30/2027	\$63.49	5.00%	\$57.51	\$69.46	\$146.82	\$177.31
	\$170.17	\$170.17	\$170.17	\$170.17	7/1/2027	6/30/2028	\$66.66	5.00%	\$60.39	\$72.93	\$154.16	\$186.18

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____ City of Chicago _____ Contract No. _____ On-Call Construction Management & Inspection Services _____ **Participation Amount \$** _____ Date 11/3/2023

To Be Determined INSPECTOR VII ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$265.00 \$278.25 \$292.16 \$306.77 \$322.11	\$323.13 \$339.29 \$356.25 \$374.07 \$392.77	\$381.26 \$400.33 \$420.34 \$441.36 \$463.43	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$103.81 \$109.00 \$114.45 \$120.17 \$126.18	0.00% 5.00% 5.00% 5.00% 5.00%	\$97.61 \$102.49 \$107.62 \$113.00 \$118.65	\$110.00 \$115.50 \$121.28 \$127.34 \$133.71	\$249.19 \$261.65 \$274.73 \$288.47 \$302.89	\$280.81 \$294.85 \$309.59 \$325.07 \$341.33
To Be Determined INSPECTOR VI ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$225.00 \$236.25 \$248.06 \$260.47 \$273.49	\$274.36 \$288.08 \$302.48 \$317.60 \$333.48	\$323.71 \$339.90 \$356.90 \$374.74 \$393.48	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$88.14 \$92.54 \$97.17 \$102.03 \$107.13	0.00% 5.00% 5.00% 5.00% 5.00%	\$79.28 \$83.24 \$87.40 \$91.77 \$96.36	\$97.00 \$101.85 \$106.94 \$112.29 \$117.90	\$202.38 \$212.50 \$223.12 \$234.28 \$245.99	\$247.62 \$260.00 \$273.00 \$286.65 \$300.99
To Be Determined INSPECTOR V ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$200.00 \$210.00 \$220.50 \$231.53 \$243.10	\$243.87 \$256.07 \$268.87 \$282.31 \$296.43	\$287.75 \$302.13 \$317.24 \$333.10 \$349.76	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$78.34 \$82.26 \$86.38 \$90.69 \$95.23	0.00% 5.00% 5.00% 5.00% 5.00%	\$74.69 \$78.42 \$82.35 \$86.46 \$90.79	\$82.00 \$86.10 \$90.41 \$94.93 \$99.67	\$190.67 \$200.20 \$210.21 \$220.72 \$231.76	\$209.33 \$219.80 \$230.79 \$242.33 \$254.44
To Be Determined INSPECTOR IV ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$175.00 \$183.75 \$192.94 \$202.58 \$212.71	\$213.39 \$224.06 \$235.26 \$247.02 \$259.38	\$251.78 \$264.37 \$277.59 \$291.46 \$306.04	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$68.55 \$71.98 \$75.58 \$79.36 \$83.33	0.00% 5.00% 5.00% 5.00% 5.00%	\$63.10 \$66.26 \$69.57 \$73.05 \$76.70	\$74.00 \$77.70 \$81.59 \$85.66 \$89.95	\$161.09 \$169.15 \$177.60 \$186.48 \$195.81	\$188.91 \$198.35 \$208.27 \$218.69 \$229.62
To Be Determined INSPECTOR III ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$155.00 \$162.75 \$170.89 \$179.43 \$188.40	\$189.00 \$198.45 \$208.37 \$218.79 \$229.73	\$223.00 \$234.15 \$245.86 \$258.15 \$271.06	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$60.72 \$63.75 \$66.94 \$70.29 \$73.80	0.00% 5.00% 5.00% 5.00% 5.00%	\$56.43 \$59.26 \$62.22 \$65.33 \$68.60	\$65.00 \$68.25 \$71.66 \$75.25 \$79.01	\$144.07 \$151.27 \$158.83 \$166.78 \$175.11	\$165.93 \$174.23 \$182.94 \$192.09 \$201.69
To Be Determined INSPECTOR II ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	\$146.32 \$153.64 \$161.32 \$169.39 \$177.86	\$172.65 \$181.28 \$190.34 \$199.86 \$209.85	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$47.01 \$49.36 \$51.83 \$54.42 \$57.14	0.00% 5.00% 5.00% 5.00% 5.00%	\$37.01 \$38.86 \$40.81 \$42.85 \$44.99	\$57.00 \$59.85 \$62.84 \$65.98 \$69.28	\$94.49 \$99.21 \$104.17 \$109.38 \$114.85	\$145.51 \$152.79 \$160.43 \$168.45 \$176.87
To Be Determined INSPECTOR I ** (Field Rate) *** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$95.00 \$99.75 \$104.74 \$109.97 \$115.47	\$115.84 \$121.63 \$127.71 \$134.10 \$140.80	\$136.68 \$143.51 \$150.69 \$158.22 \$166.13	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$37.21 \$39.07 \$41.03 \$43.08 \$45.23	0.00% 5.00% 5.00% 5.00% 5.00%	\$34.43 \$36.15 \$37.96 \$39.85 \$41.85	\$40.00 \$42.00 \$44.10 \$46.31 \$48.62	\$87.89 \$92.28 \$96.90 \$101.74 \$106.83	\$102.11 \$107.22 \$112.58 \$118.21 \$124.12

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____ City of Chicago _____ Contract No. _____ On-Call Construction Management & Inspection Services _____ Date 11/3/2023

Participation Amount \$

To Be Determined ADMIN PROFESSIONAL V	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$65.41 \$68.68 \$72.12 \$75.72 \$79.51	0.00% 5.00% 5.00% 5.00% 5.00%	\$62.82 \$65.97 \$69.26 \$72.73 \$76.36	\$68.00 \$71.40 \$74.97 \$78.72 \$82.65	\$177.68 \$186.56 \$195.89 \$205.69 \$215.97
Exempt/Hourly										
To Be Determined ADMIN PROFESSIONAL IV	\$160.00 \$168.00 \$176.40 \$185.22 \$194.48	\$160.00 \$168.00 \$176.40 \$185.22 \$194.48	\$160.00 \$168.00 \$176.40 \$185.22 \$194.48	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$56.57 \$59.40 \$62.37 \$65.49 \$68.76	0.00% 5.00% 5.00% 5.00% 5.00%	\$50.15 \$52.65 \$55.29 \$58.05 \$60.95	\$63.00 \$66.15 \$69.46 \$72.93 \$76.58	\$141.82 \$148.91 \$156.36 \$164.18 \$172.39
Exempt/Hourly										
To Be Determined ADMIN PROFESSIONAL III	\$125.00 \$131.25 \$137.81 \$144.70 \$151.94	\$125.00 \$131.25 \$137.81 \$144.70 \$151.94	\$125.00 \$131.25 \$137.81 \$144.70 \$151.94	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$44.20 \$46.41 \$48.73 \$51.16 \$53.72	0.00% 5.00% 5.00% 5.00% 5.00%	\$38.39 \$40.31 \$42.33 \$44.45 \$46.67	\$50.00 \$52.50 \$55.13 \$57.88 \$60.78	\$108.59 \$114.02 \$119.72 \$125.71 \$131.99
Non-Exempt/Hourly										
To Be Determined ADMIN ASSISTANT II	\$105.00 \$110.25 \$115.76 \$121.55 \$127.63	\$105.00 \$110.25 \$115.76 \$121.55 \$127.63	\$105.00 \$110.25 \$115.76 \$121.55 \$127.63	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$37.13 \$38.98 \$40.93 \$42.98 \$45.13	0.00% 5.00% 5.00% 5.00% 5.00%	\$34.25 \$35.96 \$37.76 \$39.65 \$41.63	\$40.00 \$42.00 \$44.10 \$46.31 \$48.62	\$96.87 \$101.71 \$106.80 \$112.14 \$117.75
Exempt/Hourly										
To Be Determined ADMIN ASSISTANT I	\$85.00 \$89.25 \$93.71 \$98.40 \$103.32	\$85.00 \$89.25 \$93.71 \$98.40 \$103.32	\$85.00 \$89.25 \$93.71 \$98.40 \$103.32	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$30.05 \$31.56 \$33.13 \$34.79 \$36.53	0.00% 5.00% 5.00% 5.00% 5.00%	\$25.11 \$26.36 \$27.68 \$29.07 \$30.52	\$35.00 \$36.75 \$38.59 \$40.52 \$42.54	\$71.01 \$74.56 \$78.29 \$82.21 \$86.32
Exempt/Hourly										
To Be Determined GEOGRAPHER/GIS IX	\$320.00 \$336.00 \$352.80 \$370.44 \$388.96	\$320.00 \$336.00 \$352.80 \$370.44 \$388.96	\$320.00 \$336.00 \$352.80 \$370.44 \$388.96	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$113.15 \$118.80 \$124.74 \$130.98 \$137.53	0.00% 5.00% 5.00% 5.00% 5.00%	\$106.29 \$111.60 \$117.19 \$123.04 \$129.20	\$120.00 \$126.00 \$132.30 \$138.92 \$145.86	\$300.61 \$315.64 \$331.43 \$348.00 \$365.40
Exempt/Hourly										
To Be Determined GEOGRAPHER/GIS VIII	\$275.00 \$288.75 \$303.19 \$318.35 \$334.26	\$275.00 \$288.75 \$303.19 \$318.35 \$334.26	\$275.00 \$288.75 \$303.19 \$318.35 \$334.26	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$97.23 \$102.10 \$107.20 \$112.56 \$118.19	0.00% 5.00% 5.00% 5.00% 5.00%	\$88.47 \$92.89 \$97.54 \$102.41 \$107.53	\$106.00 \$111.30 \$116.87 \$122.71 \$128.84	\$250.21 \$262.72 \$275.85 \$289.65 \$304.13
Exempt/Hourly										

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. City of Chicago

Contract No. On-Call Construction Management
& Inspection Services

Participation Amount \$

Date 11/3/2023

To Be Determined GEOGRAPHER/GIS VII	\$235.00	\$235.00	\$246.75	\$246.75	\$235.00	7/1/2023	6/30/2024	\$83.09	0.00%	\$76.18	\$90.00	\$215.46	\$254.54
	\$246.75	\$246.75	\$246.75	\$246.75	\$246.75	7/1/2024	6/30/2025	\$87.25	5.00%	\$79.99	\$94.50	\$226.23	\$267.27
	\$259.09	\$259.09	\$259.09	\$259.09	\$259.09	7/1/2025	6/30/2026	\$91.61	5.00%	\$83.99	\$99.23	\$237.54	\$280.63
	\$272.04	\$272.04	\$272.04	\$272.04	\$272.04	7/1/2026	6/30/2027	\$96.19	5.00%	\$88.19	\$104.19	\$249.42	\$294.66
Exempt/Hourly	\$285.64	\$285.64	\$285.64	\$285.64	\$285.64	7/1/2027	6/30/2028	\$101.00	5.00%	\$92.60	\$109.40	\$261.89	\$309.40
To Be Determined GEOGRAPHER/GIS VI	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00	7/1/2023	6/30/2024	\$72.48	0.00%	\$66.97	\$78.00	\$189.40	\$220.60
	\$215.25	\$215.25	\$215.25	\$215.25	\$215.25	7/1/2024	6/30/2025	\$76.11	5.00%	\$70.32	\$81.90	\$198.87	\$231.63
	\$226.01	\$226.01	\$226.01	\$226.01	\$226.01	7/1/2025	6/30/2026	\$79.91	5.00%	\$73.83	\$86.00	\$208.81	\$243.21
	\$237.31	\$237.31	\$237.31	\$237.31	\$237.31	7/1/2026	6/30/2027	\$83.91	5.00%	\$77.52	\$90.29	\$219.25	\$255.37
Exempt/Hourly	\$249.18	\$249.18	\$249.18	\$249.18	\$249.18	7/1/2027	6/30/2028	\$88.10	5.00%	\$81.40	\$94.81	\$230.22	\$268.14
To Be Determined GEOGRAPHER/GIS V	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	7/1/2023	6/30/2024	\$63.64	0.00%	\$59.29	\$68.00	\$167.68	\$192.32
	\$189.00	\$189.00	\$189.00	\$189.00	\$189.00	7/1/2024	6/30/2025	\$66.83	5.00%	\$62.25	\$71.40	\$176.06	\$201.94
	\$198.45	\$198.45	\$198.45	\$198.45	\$198.45	7/1/2025	6/30/2026	\$70.17	5.00%	\$65.37	\$74.97	\$184.87	\$212.03
	\$208.37	\$208.37	\$208.37	\$208.37	\$208.37	7/1/2026	6/30/2027	\$73.68	5.00%	\$68.63	\$78.72	\$194.11	\$222.63
Exempt/Hourly	\$218.79	\$218.79	\$218.79	\$218.79	\$218.79	7/1/2027	6/30/2028	\$77.36	5.00%	\$72.07	\$82.65	\$203.82	\$233.77
To Be Determined GEOGRAPHER/GIS IV	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	7/1/2023	6/30/2024	\$56.57	0.00%	\$50.15	\$63.00	\$141.82	\$178.18
	\$168.00	\$168.00	\$168.00	\$168.00	\$168.00	7/1/2024	6/30/2025	\$59.40	5.00%	\$52.65	\$66.15	\$148.91	\$187.09
	\$176.40	\$176.40	\$176.40	\$176.40	\$176.40	7/1/2025	6/30/2026	\$62.37	5.00%	\$55.29	\$69.46	\$156.36	\$196.44
	\$185.22	\$185.22	\$185.22	\$185.22	\$185.22	7/1/2026	6/30/2027	\$65.49	5.00%	\$58.05	\$72.93	\$164.18	\$206.26
Exempt/Hourly	\$194.48	\$194.48	\$194.48	\$194.48	\$194.48	7/1/2027	6/30/2028	\$68.76	5.00%	\$60.95	\$76.58	\$172.39	\$216.58
To Be Determined GEOGRAPHER/GIS III	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	7/1/2023	6/30/2024	\$49.50	0.00%	\$46.00	\$53.00	\$130.10	\$149.90
	\$147.00	\$147.00	\$147.00	\$147.00	\$147.00	7/1/2024	6/30/2025	\$51.98	5.00%	\$48.30	\$55.65	\$136.61	\$157.39
	\$154.35	\$154.35	\$154.35	\$154.35	\$154.35	7/1/2025	6/30/2026	\$54.57	5.00%	\$50.72	\$58.43	\$143.44	\$165.26
	\$162.07	\$162.07	\$162.07	\$162.07	\$162.07	7/1/2026	6/30/2027	\$57.30	5.00%	\$53.25	\$61.35	\$150.61	\$173.52
Exempt/Hourly	\$170.17	\$170.17	\$170.17	\$170.17	\$170.17	7/1/2027	6/30/2028	\$60.17	5.00%	\$55.92	\$64.42	\$158.14	\$182.20
To Be Determined GEOGRAPHER/GIS II	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	7/1/2023	6/30/2024	\$40.66	0.00%	\$33.32	\$48.00	\$94.25	\$135.75
	\$120.75	\$120.75	\$120.75	\$120.75	\$120.75	7/1/2024	6/30/2025	\$42.69	5.00%	\$34.99	\$50.40	\$98.96	\$142.54
	\$126.79	\$126.79	\$126.79	\$126.79	\$126.79	7/1/2025	6/30/2026	\$44.83	5.00%	\$36.74	\$52.92	\$103.91	\$149.67
	\$133.13	\$133.13	\$133.13	\$133.13	\$133.13	7/1/2026	6/30/2027	\$47.07	5.00%	\$38.58	\$55.57	\$109.10	\$157.15
Exempt/Hourly	\$139.78	\$139.78	\$139.78	\$139.78	\$139.78	7/1/2027	6/30/2028	\$49.42	5.00%	\$40.50	\$58.34	\$114.56	\$165.01
To Be Determined GEOGRAPHER/GIS I	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	7/1/2023	6/30/2024	\$37.13	0.00%	\$36.25	\$38.00	\$102.53	\$107.47
	\$110.25	\$110.25	\$110.25	\$110.25	\$110.25	7/1/2024	6/30/2025	\$38.98	5.00%	\$38.06	\$39.90	\$107.65	\$112.85
	\$115.76	\$115.76	\$115.76	\$115.76	\$115.76	7/1/2025	6/30/2026	\$40.93	5.00%	\$39.97	\$41.90	\$113.04	\$118.49
	\$121.55	\$121.55	\$121.55	\$121.55	\$121.55	7/1/2026	6/30/2027	\$42.98	5.00%	\$41.97	\$43.99	\$118.69	\$124.41
Exempt/Hourly	\$127.63	\$127.63	\$127.63	\$127.63	\$127.63	7/1/2027	6/30/2028	\$45.13	5.00%	\$44.06	\$46.19	\$124.62	\$130.63

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
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Note: Mark-ups are Not Allowed

Consultant **Dewberry**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____ City of Chicago _____ Contract No. _____ On-Call Construction Management & Inspection Services _____ Date 11/3/2023

Participation Amount \$

To Be Determined ARCHITECT IX	\$280.00 \$294.00 \$308.70 \$324.14 \$340.34	\$280.00 \$294.00 \$308.70 \$324.14 \$340.34	\$280.00 \$294.00 \$308.70 \$324.14 \$340.34	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$99.00 \$103.95 \$109.15 \$114.61 \$120.34	0.00% 5.00% 5.00% 5.00% 5.00%	\$88.00 \$92.40 \$97.02 \$101.88 \$106.97	\$110.00 \$115.50 \$121.28 \$127.34 \$133.71	\$248.90 \$261.34 \$274.41 \$288.13 \$302.53	\$311.10 \$326.66 \$342.99 \$360.14 \$378.15
Exempt/Hourly											
To Be Determined ARCHITECT VIII	\$250.00 \$262.50 \$275.63 \$289.41 \$303.88	\$250.00 \$262.50 \$275.63 \$289.41 \$303.88	\$250.00 \$262.50 \$275.63 \$289.41 \$303.88	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$88.39 \$92.81 \$97.46 \$102.33 \$107.44	0.00% 5.00% 5.00% 5.00% 5.00%	\$81.79 \$85.88 \$90.17 \$94.68 \$99.42	\$95.00 \$99.75 \$104.74 \$109.97 \$115.47	\$231.32 \$242.88 \$255.03 \$267.78 \$281.17	\$268.68 \$282.12 \$296.22 \$311.03 \$326.58
Exempt/Hourly											
To Be Determined ARCHITECT VII	\$230.00 \$241.50 \$253.58 \$266.25 \$279.57	\$230.00 \$241.50 \$253.58 \$266.25 \$279.57	\$230.00 \$241.50 \$253.58 \$266.25 \$279.57	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$81.32 \$85.39 \$89.66 \$94.14 \$98.85	0.00% 5.00% 5.00% 5.00% 5.00%	\$77.65 \$81.53 \$85.60 \$89.89 \$94.38	\$85.00 \$89.25 \$93.71 \$98.40 \$103.32	\$219.60 \$230.58 \$242.11 \$254.22 \$266.93	\$240.40 \$252.42 \$265.04 \$278.29 \$292.21
Exempt/Hourly											
To Be Determined ARCHITECT VI	\$205.00 \$215.25 \$226.01 \$237.31 \$249.18	\$205.00 \$215.25 \$226.01 \$237.31 \$249.18	\$205.00 \$215.25 \$226.01 \$237.31 \$249.18	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$72.48 \$76.11 \$79.91 \$83.91 \$88.10	0.00% 5.00% 5.00% 5.00% 5.00%	\$64.97 \$68.22 \$71.63 \$75.21 \$78.97	\$80.00 \$84.00 \$88.20 \$92.61 \$97.24	\$183.74 \$192.93 \$202.58 \$212.70 \$223.34	\$226.26 \$237.57 \$249.45 \$261.92 \$275.02
Exempt/Hourly											
To Be Determined ARCHITECT V	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	\$185.00 \$194.25 \$203.96 \$214.16 \$224.87	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$65.41 \$68.68 \$72.12 \$75.72 \$79.51	0.00% 5.00% 5.00% 5.00% 5.00%	\$59.82 \$62.82 \$65.96 \$69.25 \$72.72	\$71.00 \$74.55 \$78.28 \$82.19 \$86.30	\$169.20 \$177.66 \$186.54 \$195.87 \$205.66	\$200.80 \$210.84 \$221.39 \$232.46 \$244.08
Exempt/Hourly											
To Be Determined ARCHITECT IV	\$165.00 \$173.25 \$181.91 \$191.01 \$200.56	\$165.00 \$173.25 \$181.91 \$191.01 \$200.56	\$165.00 \$173.25 \$181.91 \$191.01 \$200.56	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$58.34 \$61.26 \$64.32 \$67.54 \$70.91	0.00% 5.00% 5.00% 5.00% 5.00%	\$54.68 \$57.42 \$60.29 \$63.30 \$66.47	\$62.00 \$65.10 \$68.36 \$71.77 \$75.36	\$154.65 \$162.38 \$170.50 \$179.03 \$187.98	\$175.35 \$184.12 \$193.32 \$202.99 \$213.14
Exempt/Hourly											
To Be Determined ARCHITECT III	\$145.00 \$152.25 \$159.86 \$167.86 \$176.25	\$145.00 \$152.25 \$159.86 \$167.86 \$176.25	\$145.00 \$152.25 \$159.86 \$167.86 \$176.25	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$51.27 \$53.83 \$56.52 \$59.35 \$62.32	0.00% 5.00% 5.00% 5.00% 5.00%	\$46.54 \$48.86 \$51.31 \$53.87 \$56.57	\$56.00 \$58.80 \$61.74 \$64.83 \$68.07	\$131.62 \$138.20 \$145.11 \$152.37 \$159.98	\$158.38 \$166.30 \$174.61 \$183.35 \$192.51
Exempt/Hourly											

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

Note: Mark-ups are Not Allowed

Consultant **Dewberry** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. City of Chico Contract No. On-Call Construction Management & Inspection Services Participation Amount \$ Date 11/3/2023

To Be Determined ARCHITECT II	\$125.00	\$125.00	\$125.00	\$125.00	7/1/2023	6/30/2024	\$44.20	0.00%	\$40.39	\$48.00	\$114.25	\$135.75
	\$131.25	\$131.25	\$131.25	\$131.25	7/1/2024	6/30/2025	\$46.41	5.00%	\$42.41	\$50.40	\$119.96	\$142.54
	\$137.81	\$137.81	\$137.81	\$137.81	7/1/2025	6/30/2026	\$48.73	5.00%	\$44.54	\$52.92	\$125.96	\$149.67
	\$144.70	\$144.70	\$144.70	\$144.70	7/1/2026	6/30/2027	\$51.16	5.00%	\$46.76	\$55.57	\$132.25	\$157.15
	\$151.94	\$151.94	\$151.94	\$151.94	7/1/2027	6/30/2028	\$53.72	5.00%	\$49.10	\$58.34	\$138.87	\$165.01
To Be Determined ARCHITECT I	\$110.00	\$110.00	\$110.00	\$110.00	7/1/2023	6/30/2024	\$38.89	0.00%	\$35.79	\$42.00	\$101.21	\$118.79
	\$115.50	\$115.50	\$115.50	\$115.50	7/1/2024	6/30/2025	\$40.84	5.00%	\$37.58	\$44.10	\$106.28	\$124.72
	\$121.28	\$121.28	\$121.28	\$121.28	7/1/2025	6/30/2026	\$42.88	5.00%	\$39.46	\$46.31	\$111.59	\$130.96
	\$127.34	\$127.34	\$127.34	\$127.34	7/1/2026	6/30/2027	\$45.02	5.00%	\$41.43	\$48.62	\$117.17	\$137.51
	\$133.71	\$133.71	\$133.71	\$133.71	7/1/2027	6/30/2028	\$47.28	5.00%	\$43.50	\$51.05	\$123.03	\$144.38
Exempt/Hourly												

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = (actual hourly rate * (1+ ICR) * (1+ Fee)) + (actual hourly rate * FCCM).** 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 Page 3 of 3

Certification of Direct Costs:

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

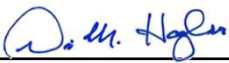
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Dennis Haglan Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 11/28/2023

Email: dhaglan@dewberry.com Phone Number: (916) 363-4210

Address: 11060 White Rock Road, Suite 200 | Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Transportation Design, Environmental Studies, Water/Wastewater Design, Public Outreach, Construction Management, Transportation Planning, Grant Writing

Note: Mark-ups are Not Allowed

Consultant: AIM Consulting

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No. Chico On Call

Contract No.

Participation Amount \$ TBD

Date: 1/4/2024

For Combined Rate	Fringe Benefit 28.72% + General & Administrative 88.79%	=	Combined	117.51%
For Home Office Rate	Fringe Benefit 28.72% + General & Administrative 88.79%	=	Home Office	117.51%
For Field Office Rate	Fringe Benefit 28.72% + General & Administrative 88.79%	=	Field Office	117.51%
		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			
Gladys Cornell - Outreach Oversight	\$ 227.30	N/A	1/1/2024	12/31/2024		\$ 95.00	-
	\$ 234.12	N/A	1/1/2025	12/31/2025	3.00%	\$ 97.85	\$ - \$ -
	\$ 241.14	N/A	1/1/2026	12/31/2026	3.00%	\$ 100.79	\$ - \$ -
	\$ 248.38	N/A	1/1/2027	12/31/2027	3.00%	\$ 103.81	\$ - \$ -
	\$ 255.83	N/A	1/1/2028	12/31/2028	3.00%	\$ 106.92	\$ - \$ -
Darlene Tran - Graphic Design	\$ 179.45	N/A	1/1/2024	12/31/2024		\$ 75.00	-
	\$ 184.83	N/A	1/1/2025	12/31/2025	3.00%	\$ 77.25	\$ - \$ -
	\$ 190.38	N/A	1/1/2026	12/31/2026	3.00%	\$ 79.57	\$ - \$ -
	\$ 196.09	N/A	1/1/2027	12/31/2027	3.00%	\$ 81.95	\$ - \$ -
	\$ 201.97	N/A	1/1/2028	12/31/2028	3.00%	\$ 84.41	\$ - \$ -
Katie DeMaio - Senior Outreach Manager Key Staff	\$ 162.89	N/A	1/1/2024	12/31/2024		\$ 68.08	-
	\$ 167.78	N/A	1/1/2025	12/31/2025	3.00%	\$ 70.12	\$ - \$ -
	\$ 172.81	N/A	1/1/2026	12/31/2026	3.00%	\$ 72.23	\$ - \$ -
	\$ 177.99	N/A	1/1/2027	12/31/2027	3.00%	\$ 74.39	\$ - \$ -

	\$ 183.33	N/A	1/1/2028	12/31/2028	3.00%	\$	76.62	\$ -	\$ -
Elise Brockett - Project Manager	\$ 145.97	N/A	1/1/2024	12/31/2024		\$	61.01		
	\$ 150.35	N/A	1/1/2025	12/31/2025	3.00%	\$	62.84	\$ -	\$ -
	\$ 154.86	N/A	1/1/2026	12/31/2026	3.00%	\$	64.73	\$ -	\$ -
	\$ 159.51	N/A	1/1/2027	12/31/2027	3.00%	\$	66.67	\$ -	\$ -
	\$ 164.29	N/A	1/1/2028	12/31/2028	3.00%	\$	68.67	\$ -	\$ -
TBD - Project Coordinator	\$ 98.12	N/A	1/1/2024	12/31/2024		\$	41.01	\$ 38.00	- 49
	\$ 101.06	N/A	1/1/2025	12/31/2025	3.00%	\$	42.24	\$ 39.14	- \$ 50.55
	\$ 104.10	N/A	1/1/2026	12/31/2026	3.00%	\$	43.51	\$ 40.31	- \$ 52.07
	\$ 107.22	N/A	1/1/2027	12/31/2027	3.00%	\$	44.81	\$ 41.52	- \$ 53.63
	\$ 110.43	N/A	1/1/2028	12/31/2028	3.00%	\$	46.16	\$ 42.77	- \$ 55.24
TBD - Project Administrator	\$ 83.86	N/A	1/1/2024	12/31/2024		\$	35.05	\$ 30.00	- \$ 38.00
	\$ 86.38	N/A	1/1/2025	12/31/2025	3.00%	\$	36.10	\$ 30.90	- \$ 39.14
	\$ 88.97	N/A	1/1/2026	12/31/2026	3.00%	\$	37.18	\$ 31.83	- \$ 40.31
	\$ 91.64	N/A	1/1/2027	12/31/2027	3.00%	\$	38.30	\$ 32.78	- \$ 41.52
	\$ 94.39	N/A	1/1/2028	12/31/2028	3.00%	\$	39.45	\$ 33.77	- \$ 42.77

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

C-18
Note:

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

Consultant: AIM Consulting

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Project No. Chico On Call

Contract No. _____

Date: 1/4/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)					
Description of Item	Quantity	Unit	Unit Cost		Total
Mileage Costs	TBD		IRS Rate	\$	-
Printing	TBD		At Cost	\$	-
Postage	TBD		At Cost	\$	-
Workshop Supplies	TBD		At Cost	\$	-
Event Food and Drink	TBD		At Cost	\$	-
				\$	-
				\$	-
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.

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Katie DeMaio	Title *:	President
Signature:	Katie DeMaio	Date of Certification:	1/4/2024
Email:	kdemaio@aimconsultingco.com	Phone number:	916-442-1168
Address:	2523 J Street, Suite 202; Sacramento CA 95816		

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

List services the consultant is providing under the proposed contract:

Exhibit 10-H4 Cost Proposal
On-Call construction Management & Inspection Service
RFQ No. PWE 2023-003
M.T. Hall & Associates Cost Proposal (Prevailing Wage)
Specific Rate of Compensation
Fee's Schedule for 2024 & 2025

Estimated 10-H4 Prevailing Wage Labor Cost Revised (1/5/24)

Name / Job Title	Base Rate (A)	Fringe (B)	A+B Total	Straight	OT(1.5x)	OT(2x)
1st Shift - Inspector/Tester - Group 1	\$58.27	\$35.97	\$94.24	\$160.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 2	\$56.27	\$35.97	\$92.24	\$160.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 3	\$49.06	\$35.97	\$85.03	\$160.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 4	\$43.09	\$35.97	\$79.06	\$160.00	\$215.00	\$240.00
2nd Shift - Inspector/Tester - Group 1	\$65.55	\$35.97	\$101.52	\$170.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 2	\$63.30	\$35.97	\$99.27	\$170.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 3	\$55.19	\$35.97	\$91.16	\$170.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 4	\$48.48	\$35.97	\$84.45	\$170.00	\$220.00	\$245.00

Prepared For:
City of Chico, Public Works-Engineering
PO Box 3420
411 Main Street [2nd Floor]
Chico, CA 95927-3420

Submitted By:
M.T. Hall & Associates, Inc.
609 Entler Ave., Suite 4
Chico, CA 95928

Tom Hall - President Date:

Exhibit 10-H4 Cost Proposal
On-Call construction Management & Inspection Service
RFQ No. PWE 2023-003
M.T. Hall & Associates Cost Proposal (Prevailing Wage)
Specific Rate of Compensation
Fee's Schedule for 2026

Estimated 10-H4 Prevailing Wage Labor Cost Revised (1/5/24)

Name / Job Title	Base Rate (A)	Frienge (B)	A+B Total	Straight	OT(1.5x)	OT(2x)
1st Shift - Inspector/Tester - Group 1	\$61.27	\$35.97	\$97.24	\$165.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 2	\$59.27	\$35.97	\$95.24	\$165.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 3	\$52.06	\$35.97	\$88.03	\$165.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 4	\$46.09	\$35.97	\$82.06	\$165.00	\$215.00	\$240.00
2nd Shift - Inspector/Tester - Group 1	\$68.55	\$35.97	\$104.52	\$175.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 2	\$66.30	\$35.97	\$102.27	\$175.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 3	\$58.19	\$35.97	\$94.16	\$175.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 4	\$51.48	\$35.97	\$87.45	\$175.00	\$220.00	\$245.00

Prepared For:
City of Chico, Public Works-Engineering
PO Box 3420
411 Main Street [2nd Floor]
Chico, CA 95927-3420

Submitted By:
M.T. Hall & Associates, Inc.
609 Entler Ave., Suite 4
Chico, CA 95928

Tom Hall - President Date:

Exhibit 10-H4 Cost Proposal
On-Call construction Management & Inspection Service
RFQ No. PWE 2023-003
M.T. Hall & Associates Cost Proposal (Prevailing Wage)
Specific Rate of Compensation
Fee's Schedule for 2027

Estimated 10-H4 Prevailing Wage Labor Cost Revised (1/5/24)

Name / Job Title	Base Rate (A)	Frienge (B)	A+B Total	Straight	OT(1.5x)	OT(2x)
1st Shift - Inspector/Tester - Group 1	\$62.27	\$37.97	\$100.24	\$168.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 2	\$60.27	\$37.97	\$98.24	\$168.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 3	\$53.06	\$37.97	\$91.03	\$168.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 4	\$47.09	\$37.97	\$85.06	\$168.00	\$215.00	\$240.00
2nd Shift - Inspector/Tester - Group 1	\$69.55	\$37.97	\$107.52	\$178.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 2	\$67.30	\$37.97	\$105.27	\$178.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 3	\$59.19	\$37.97	\$97.16	\$178.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 4	\$52.48	\$37.97	\$90.45	\$178.00	\$220.00	\$245.00

Prepared For:
City of Chico, Public Works-Engineering
PO Box 3420
411 Main Street [2nd Floor]
Chico, CA 95927-3420

Submitted By:
M.T. Hall & Associates, Inc.
609 Entler Ave., Suite 4
Chico, CA 95928

Tom Hall - President Date:

Exhibit 10-H4 Cost Proposal
On-Call construction Management & Inspection Service
RFQ No. PWE 2023-003
M.T. Hall & Associates Cost Proposal (Prevailing Wage)
Specific Rate of Compensation
Fee's Schedule for 2028

Estimated 10-H4 Prevailing Wage Labor Cost Revised (1/5/24)

Name / Job Title	Base Rate (A)	Frienge (B)	A+B Total	Straight	OT(1.5x)	OT(2x)
1st Shift - Inspector/Tester - Group 1	\$63.27	\$39.97	\$103.24	\$171.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 2	\$61.27	\$39.97	\$101.24	\$171.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 3	\$54.06	\$39.97	\$94.03	\$171.00	\$215.00	\$240.00
1st Shift - Inspector/Tester - Group 4	\$48.09	\$39.97	\$88.06	\$171.00	\$215.00	\$240.00
2nd Shift - Inspector/Tester - Group 1	\$70.55	\$39.97	\$110.52	\$181.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 2	\$68.30	\$39.97	\$108.27	\$181.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 3	\$60.19	\$39.97	\$100.16	\$181.00	\$220.00	\$245.00
2nd Shift - Inspector/Tester - Group 4	\$53.48	\$39.97	\$93.45	\$181.00	\$220.00	\$245.00

Prepared For:
City of Chico, Public Works-Engineering
PO Box 3420
411 Main Street [2nd Floor]
Chico, CA 95927-3420

Submitted By:
M.T. Hall & Associates, Inc.
609 Entler Ave., Suite 4
Chico, CA 95928

Tom Hall - President Date:

Exhibit 10-H2 Cost Proposal
On-Call Construction Management & Inspection Service
RFQ No. PWE 2023-003
M.T. Hall & Associates Cost Proposal
Specific Rate of Compensation

10-H2 Labor Cost (NON Prevailing Wage)

Name / Job Title	Straight	OT(1.5x)	OT(2x)
Construction Service Engineer	\$160.00	\$200.00	\$240.00
Geotechnical Engineer, GE	\$200.00	\$235.00	\$270.00
Senior Staff Engineer/Geologist	\$160.00	\$200.00	\$235.00
Administrator	\$40.00	\$50.00	\$60.00
ICC Certified Inspector	\$130.00	\$170.00	\$210.00
Field Technician - Non-Prevailing Wage	\$110.00	\$150.00	\$190.00

10-H2 & H4 - Laboratory Cost

Description	Standards	Units	Unit cost
Compaction Method A, B, or C	ASTM D1557	1	\$ 240.00
Specific Gravity & Absorption - Coarse Aggregate	ASTM C127	1	\$ 125.00
Specific Gravity & Absorption - Fine Aggregate	ASTM C128	1	\$ 125.00
Specific Gravity of Soil	ASTM D854	1	\$ 125.00
Organic Impurities	ASTM D2974	1	\$ 95.00
Sodium Sulfate Soundness (Per Cycle)	ASTM C88	1	\$ 175.00
Density (Unit Weight) of Soil	ASTM D7263	1	\$ 80.00
Atterberg Limits	ASTM D4318	1	\$ 180.00
Expansion Index	ASTM D4829	1	\$ 260.00
Direct Shear (3 Point)	ASTM D3080	1	\$ 975.00
Consolidation (8 loads + 1 rebound)	ASTM D2435	1	\$1,050.00
Clay Lumps / Friable Parts	ASTM C142	1	\$ 140.00
Hydrometer Analysis	ASTM D422	1	\$ 190.00
In-Place Density & Moisture by Drive Cylinder	ASTM D2937	1	\$ 70.00
Unconfined Compressive Strength of Cohesive Soils	ASTM D2166	1	\$ 85.00
Unconfined Compressive Strength of Treated Soils	ASTM D5102	1	\$ 85.00
Sieve Analysis w/ -200 wash	ASTM C136	1	\$ 170.00
#200 wash only	ASTM D1140	1	\$ 80.00
Triaxial Compressive Strength (3 Point)	ASTM D4767	1	\$ 975.00
California Bearing Ratio (CBR)	ASTM D1883	1	\$1,110.00
Soil Corrosion Evaluation (PH, Resistivity, Sulfate, Chloride)		1	\$ 200.00
Compressive Strength Concrete Cylinders	ASTM C39	1	\$ 38.00
Compressive Strength Concrete Cores	ASTM C42	1	\$ 38.00
Flexural Strength of Concrete	ASTM C78	1	\$ 250.00
LA Rattler	CTM 211	1	\$ 260.00
Compressive Strength Grout	ASTM C140	1	\$ 38.00
Compressive Strength Mortar	ASTM C780	1	\$ 38.00
Compressive Strength Masonry Prisms	ASTM C1314	1	\$ 38.00
CMU Strength, Unit Weight, Absorption	ASTM C140	1	\$ 390.00
Reinforcing Steel Tensile Test, Up to #7	ASTM A615	1	\$ 230.00
Reinforcing Steel Tensile Test, #8 to #14	ASTM A615	1	\$ 275.00
Analysis of Fine & Coarse Aggregate	CTM 202	1	\$ 170.00

Percentage of Crushed Particle		CTM 205	1	\$ 130.00
Specific Gravity/Absorption Coarse Aggregate		CTM 206	1	\$ 125.00
Specific Gravity/Absorption Fine Aggregate		CTM 207	1	\$ 125.00
Unit Weight of Aggregate		CTM 212	1	\$ 80.00
Relative Compaction of Soils & Aggregate		CTM 216	1	\$ 190.00
Sand Equivalent		CTM 217	1	\$ 150.00
Soil & Aggregate Moisture		CTM 226	1	\$ 30.00
Cleaness Value		CTM 227	1	\$ 190.00

10-H2 & H4 - Laboratory Cost

Description	Standards	Units	Unit cost
Durability Index	CTM 229	1	\$ 190.00
Uncompacted Voids Content of Fine Aggregate	CTM 234	1	\$ 120.00
Flat & Elongated Particle Measurement	CTM 235	1	\$ 120.00
R-Value	CTM 301	1	\$ 340.00
Bulk Specific Gravity of Field-Compacted Core Method A	CTM 308	1	\$ 70.00
6" Gyratory Speciman	AASHTO 312B	1	\$ 750.00
Max. Theoretical Density	CTM 309	1	\$ 160.00
Hamberg	AASHTO 324B	1	\$2,100.00
HMA Moisture	CTM 370	1	\$ 30.00
Asphalt Content by Ignition Oven	CTM 382	1	\$ 190.00
Voids Filled in Mineral Aggregate	LP-2	1	\$ 70.00
Voids Filled in Asphalt	LP-3	1	\$ 70.00
Dust Proportion	LP-4	1	\$ 70.00
Rap Correction Factor		1	\$ 900.00
Binder Content Correction Factor		1	\$ 600.00
PCC Mix Design Review	N/A	1	\$ 225.00
HMA Mix Design Review	N/A	1	\$ 225.00

Prepared For:
City of Chico, Public Works-Engineering
PO Box 3420
411 Main Street [2nd Floor]
Chico, CA 95927-3420

Submitted By:
M.T. Hall & Associates, Inc.
609 Entler Ave., Suite 4
Chico, CA 95928


Tom Hall - President Date: _____

CITY OF CHICO

COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

Note: Mark-ups are Not Allowed

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

Project No. ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES Contract No. Participation Amount \$ T B D Date 01/04/2024

For Combined Rate	Fringe Benefit % <u> </u> + <u> </u> + <u> </u> + <u> </u> + <u> </u> = <u> </u>	General Administration % <u> </u> = <u> </u>	Combined ICR % <u> </u> = <u> </u>	0.00%
For Home Office Rate	Fringe Benefit % <u> </u> + <u> </u> + <u> </u> + <u> </u> + <u> </u> = <u> </u>	General Administration % <u> </u> = <u> </u>	Home Office ICR % <u> </u> = <u> </u>	144.92%
For Field Office Rate	Fringe Benefit % <u> </u> + <u> </u> + <u> </u> + <u> </u> + <u> </u> = <u> </u>	General Administration % <u> </u> = <u> </u>	Field Office ICR % <u> </u> = <u> </u>	61.67%

FEE % = 10.0%Escalation % = 5.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³					Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
Justyn Webster, PE Resident Engineer Non-Prevailing Wage, Exempt	\$ 242.47	\$ 242.47	\$ 242.47	\$ 242.47	\$ 242.47	11/01/2023	10/31/2024	\$ 90.00	5.0%	
	\$ 254.59	\$ 254.59	\$ 254.59	\$ 254.59	\$ 254.59	11/01/2024	10/31/2025	\$ 94.50	5.0%	
	\$ 267.34	\$ 267.34	\$ 267.34	\$ 267.34	\$ 267.34	11/01/2025	10/31/2026	\$ 99.23	5.0%	
	\$ 280.70	\$ 280.70	\$ 280.70	\$ 280.70	\$ 280.70	11/01/2026	10/31/2027	\$ 104.19	5.0%	
	\$ 294.74	\$ 294.74	\$ 294.74	\$ 294.74	\$ 294.74	11/01/2027	10/31/2028	\$ 109.40	5.0%	
Lacey Smith, PE Resident Engineer/Structures Representative Non-Prevailing Wage, Exempt	\$ 218.22	\$ 218.22	\$ 218.22	\$ 218.22	\$ 218.22	11/01/2023	10/31/2024	\$ 81.00	5.0%	
	\$ 229.13	\$ 229.13	\$ 229.13	\$ 229.13	\$ 229.13	11/01/2024	10/31/2025	\$ 85.05	5.0%	
	\$ 240.58	\$ 240.58	\$ 240.58	\$ 240.58	\$ 240.58	11/01/2025	10/31/2026	\$ 89.30	5.0%	
	\$ 252.63	\$ 252.63	\$ 252.63	\$ 252.63	\$ 252.63	11/01/2026	10/31/2027	\$ 93.77	5.0%	
	\$ 265.26	\$ 265.26	\$ 265.26	\$ 265.26	\$ 265.26	11/01/2027	10/31/2028	\$ 98.46	5.0%	
Staff Resident Engineer Non-Prevailing Wage, Exempt	\$ 229.00	\$ 229.00	\$ 229.00	\$ 229.00	\$ 229.00	11/01/2023	10/31/2024	\$ 85.00	5.0%	
	\$ 240.45	\$ 240.45	\$ 240.45	\$ 240.45	\$ 240.45	11/01/2024	10/31/2025	\$ 89.25	5.0%	
	\$ 252.47	\$ 252.47	\$ 252.47	\$ 252.47	\$ 252.47	11/01/2025	10/31/2026	\$ 93.71	5.0%	
	\$ 265.10	\$ 265.10	\$ 265.10	\$ 265.10	\$ 265.10	11/01/2026	10/31/2027	\$ 98.40	5.0%	
	\$ 278.36	\$ 278.36	\$ 278.36	\$ 278.36	\$ 278.36	11/01/2027	10/31/2028	\$ 103.32	5.0%	
Bob Sahagun Construction Inspector, Group PW2 Prevailing Wage, Non-Exempt	\$ 175.12	\$ 175.12	\$ 175.12	\$ 175.12	\$ 175.12	11/01/2023	10/31/2024	\$ 65.00	5.0%	
	\$ 183.87	\$ 183.87	\$ 183.87	\$ 183.87	\$ 183.87	11/01/2024	10/31/2025	\$ 68.25	5.0%	
	\$ 193.06	\$ 193.06	\$ 193.06	\$ 193.06	\$ 193.06	11/01/2025	10/31/2026	\$ 71.66	5.0%	
	\$ 202.71	\$ 202.71	\$ 202.71	\$ 202.71	\$ 202.71	11/01/2026	10/31/2027	\$ 75.24	5.0%	
	\$ 212.84	\$ 212.84	\$ 212.84	\$ 212.84	\$ 212.84	11/01/2027	10/31/2028	\$ 79.00	5.0%	
Claudio Santos Construction Inspector, Group PW2 Prevailing Wage, Non-Exempt	\$ 175.12	\$ 175.12	\$ 175.12	\$ 175.12	\$ 175.12	11/01/2023	10/31/2024	\$ 65.00	5.0%	
	\$ 183.87	\$ 183.87	\$ 183.87	\$ 183.87	\$ 183.87	11/01/2024	10/31/2025	\$ 68.25	5.0%	
	\$ 193.06	\$ 193.06	\$ 193.06	\$ 193.06	\$ 193.06	11/01/2025	10/31/2026	\$ 71.66	5.0%	
	\$ 202.71	\$ 202.71	\$ 202.71	\$ 202.71	\$ 202.71	11/01/2026	10/31/2027	\$ 75.24	5.0%	
	\$ 212.84	\$ 212.84	\$ 212.84	\$ 212.84	\$ 212.84	11/01/2027	10/31/2028	\$ 79.00	5.0%	
Staff Construction Inspector, Group PW2 Non-Exempt, Prevailing Wage	\$ 175.12	\$ 175.12	\$ 175.12	\$ 175.12	\$ 175.12	11/01/2023	10/31/2024	\$ 65.00	5.0%	
	\$ 183.87	\$ 183.87	\$ 183.87	\$ 183.87	\$ 183.87	11/01/2024	10/31/2025	\$ 68.25	5.0%	
	\$ 193.06	\$ 193.06	\$ 193.06	\$ 193.06	\$ 193.06	11/01/2025	10/31/2026	\$ 71.66	5.0%	
	\$ 202.71	\$ 202.71	\$ 202.71	\$ 202.71	\$ 202.71	11/01/2026	10/31/2027	\$ 75.24	5.0%	
	\$ 212.84	\$ 212.84	\$ 212.84	\$ 212.84	\$ 212.84	11/01/2027	10/31/2028	\$ 79.00	5.0%	

Staff Construction Manager Non-Prevailing Wage, Exempt	\$	202.06	\$	202.06	\$	202.06	11/01/2023	10/31/2024	\$	75.00	5.0%	\$75.00 - \$85.00
	\$	212.16	\$	212.16	\$	212.16	11/01/2024	10/31/2025	\$	78.75	5.0%	
	\$	222.78	\$	222.78	\$	222.78	11/01/2025	10/31/2026	\$	82.69	5.0%	
	\$	233.90	\$	233.90	\$	233.90	11/01/2026	10/31/2027	\$	86.82	5.0%	
	\$	245.60	\$	245.60	\$	245.60	11/01/2027	10/31/2028	\$	91.16	5.0%	
Susan Pinal, EIT Assistant Resident Engineer Non-Prevailing Wage, Exempt	\$	151.36	\$	151.36	\$	151.36	11/01/2023	10/31/2024	\$	56.18	5.0%	
	\$	158.93	\$	158.93	\$	158.93	11/01/2024	10/31/2025	\$	58.99	5.0%	
	\$	166.87	\$	166.87	\$	166.87	11/01/2025	10/31/2026	\$	61.94	5.0%	
	\$	175.23	\$	175.23	\$	175.23	11/01/2026	10/31/2027	\$	65.04	5.0%	
	\$	183.98	\$	183.98	\$	183.98	11/01/2027	10/31/2028	\$	68.29	5.0%	
Omar Lopez, EIT Assistant Resident Engineer Non-Prevailing Wage, Non-Exempt	\$	126.62	\$	126.62	\$	126.62	11/01/2023	10/31/2024	\$	47.00	5.0%	
	\$	132.95	\$	132.95	\$	132.95	11/01/2024	10/31/2025	\$	49.35	5.0%	
	\$	139.61	\$	139.61	\$	139.61	11/01/2025	10/31/2026	\$	51.82	5.0%	
	\$	146.59	\$	146.59	\$	146.59	11/01/2026	10/31/2027	\$	54.41	5.0%	
	\$	153.92	\$	153.92	\$	153.92	11/01/2027	10/31/2028	\$	57.13	5.0%	
Staff Assistant Resident Engineer Non-Prevailing Wage, Non Exempt	\$	161.65	\$	191.65	\$	221.65	11/01/2023	10/31/2024	\$	60.00	5.0%	\$45.00 - \$65.00
	\$	169.73	\$	201.23	\$	232.73	11/01/2024	10/31/2025	\$	63.00	5.0%	
	\$	178.22	\$	211.29	\$	244.37	11/01/2025	10/31/2026	\$	66.15	5.0%	
	\$	187.13	\$	221.86	\$	256.59	11/01/2026	10/31/2027	\$	69.46	5.0%	
	\$	196.48	\$	232.95	\$	269.41	11/01/2027	10/31/2028	\$	72.93	5.0%	
Staff Office Engineer Non-Prevailing Wage, Non Exempt	\$	121.24	\$	143.74	\$	166.24	11/01/2023	10/31/2024	\$	45.00	5.0%	\$35.00 - \$50.00
	\$	127.30	\$	150.92	\$	174.55	11/01/2024	10/31/2025	\$	47.25	5.0%	
	\$	133.66	\$	158.46	\$	183.27	11/01/2025	10/31/2026	\$	49.61	5.0%	
	\$	140.34	\$	166.38	\$	192.43	11/01/2026	10/31/2027	\$	52.09	5.0%	
	\$	147.34	\$	174.69	\$	202.03	11/01/2027	10/31/2028	\$	54.69	5.0%	

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.

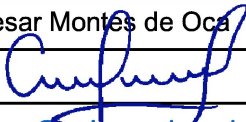
EXHIBIT 10-H2 COST PROPOSAL |**Certification of Direct Costs:**

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Cesar Montes de Oca	Title *:	President
Signature:		Date of Certification (mm/dd/yyyy):	11/11/2023
Email:	cesar@unisoengineering.com	Phone Number:	916-900-6623
Address:	110 Blue Ravine Rd. Ste 101, Folsom, CA 95630		

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

List services the consultant is providing under the proposed contract:

ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

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

Note: Mark-ups are Not Allowed

Consultant **Webster Engineering, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. City of Chico - CM On Call Contract No. TBD **Participation Amount \$** TBD Date 01/04/2024

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	172.00%	Combined ICR %
OR				
For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=		Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=		Field Office ICR %
FEE = 12%				

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range- for Classifications Only	Billing Rate Range- for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From To				
Katherine Webster, P.E.* Engineer, Assistant RE, Office Engineer, Inspector**	\$228.48	\$228.48	\$228.48	1/1/2023	\$75.00	0.00%	NA	NA
	\$236.48	\$236.48	\$236.48	1/1/2024	\$77.63	3.50%	NA	NA
	\$244.75	\$244.75	\$244.75	1/1/2025	\$80.34	3.50%	NA	NA
	\$253.32	\$253.32	\$253.32	1/1/2026	\$83.15	3.50%	NA	NA
	\$262.19	\$262.19	\$262.19	1/1/2027	\$86.06	3.50%	NA	NA
Exempt/Hourly	\$271.36	\$271.36	\$271.36	1/1/2028	\$89.08	3.50%	NA	NA
Brandon LaChance Office Engineer	\$121.86	\$141.86	\$161.86	1/1/2023	\$40.00	0.00%	NA	NA
	\$126.12	\$146.82	\$167.52	1/1/2024	\$41.40	3.50%	NA	NA
	\$130.54	\$151.96	\$173.38	1/1/2025	\$42.85	3.50%	NA	NA
	\$135.10	\$157.28	\$179.45	1/1/2026	\$44.35	3.50%	NA	NA
	\$139.83	\$162.78	\$185.73	1/1/2027	\$45.90	3.50%	NA	NA
Non-Exempt/Hourly	\$144.73	\$168.48	\$192.23	1/1/2028	\$47.51	3.50%	NA	NA
Brandon LaChance* Inspector** (this row to account for DIR increase)	\$171.42	\$199.56	\$227.69	1/1/2023	\$56.27	0.00%	\$52.02	\$159.00
	\$177.42	\$206.54	\$235.66	1/1/2024	\$58.24	3.50%	\$53.84	\$165.00
	\$180.56	\$210.20	\$239.83	7/1/2024	\$59.27	1.74%	\$54.78	\$167.00
	\$186.88	\$217.55	\$248.22	1/1/2025	\$61.34	3.50%	\$56.69	\$173.00
	\$193.42	\$225.17	\$256.91	1/1/2026	\$63.49	3.50%	\$56.69	\$173.00
Non-Exempt/Hourly TBD Resident Engineer	\$200.19	\$233.05	\$265.90	1/1/2027	\$65.71	3.50%	\$56.69	\$173.00
	\$207.20	\$241.20	\$275.21	1/1/2028	\$68.01	3.50%	\$58.68	\$179.00
	\$228.48	\$265.98	\$303.48	1/1/2023	\$75.00	0.00%	NA	NA
	\$236.48	\$275.29	\$314.10	1/1/2024	\$77.63	3.50%	NA	NA
	\$244.75	\$284.92	\$325.10	1/1/2025	\$80.34	3.50%	NA	NA
Non-Exempt/Hourly	\$253.32	\$294.90	\$336.47	1/1/2026	\$83.15	3.50%	NA	NA
	\$262.19	\$305.22	\$348.25	1/1/2027	\$86.06	3.50%	NA	NA
	\$271.36	\$315.90	\$360.44	1/1/2028	\$89.08	3.50%	NA	NA

COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant		Webster Engineering, Inc.		☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant						
Project No.	City of Chico - CM On Call	Contract No.	Participation Amount \$							
TBD			Date 01/04/2024							
Inspector**	\$198.02 \$204.95 \$212.12 \$219.54 \$227.23 \$235.18	\$230.52 \$238.58 \$246.93 \$255.58 \$264.52 \$273.78	\$263.02 \$272.22 \$281.75 \$291.61 \$301.82 \$312.38	1/1/2023 1/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2023 12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$65.00 \$67.28 \$69.63 \$72.07 \$74.59 \$77.20	0.00% 3.50% 3.50% 3.50% 3.50% 3.50%	TBD \$52.02 \$53.84 \$55.73 \$57.68 \$59.69 \$61.78	\$159.00 \$165.00 \$170.00 \$176.00 \$182.00 \$189.00	\$199.00 \$205.00 \$213.00 \$220.00 \$228.00 \$236.00
Non-Exempt/Hourly										
TBD										
Office Engineer	\$167.55 \$173.42 \$179.49 \$185.77 \$192.27 \$199.00	\$195.05 \$201.88 \$208.94 \$216.26 \$223.83 \$231.66	\$222.55 \$230.34 \$238.40 \$246.75 \$255.38 \$264.32	1/1/2023 1/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2023 12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$55.00 \$56.93 \$58.92 \$60.98 \$63.11 \$65.32	0.00% 3.50% 3.50% 3.50% 3.50% 3.50%	NA NA NA NA NA NA	NA NA NA NA NA NA	NA NA NA NA NA NA
Non-Exempt/Hourly										
TBD										
Administrative Support	\$76.16 \$78.83 \$81.58 \$84.44 \$87.40 \$90.45	\$88.66 \$91.76 \$94.97 \$98.30 \$101.74 \$105.30	\$101.16 \$104.70 \$108.37 \$112.16 \$116.08 \$120.15	1/1/2023 1/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2023 12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$25.00 \$25.88 \$26.78 \$27.72 \$28.69 \$29.69	0.00% 3.50% 3.50% 3.50% 3.50% 3.50%	NA NA NA NA NA NA	NA NA NA NA NA NA	NA NA NA NA NA NA
Non-Exempt/Hourly										

(add pages as necessary)

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 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.

COST PROPOSAL

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

Consultant Webster Engineering, Inc. ☐ Prime Consultant ☒ Subconsultant
Project No. City of Chico - CM On Call Contract No. TBD Date 01/04/2024

SCHEDULE OF OTHER DIRECT COST ITEMS					#
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total	
Outside Vendor Reproduction	0.00	LS	\$0.00	\$0.00	
U.S. Mail	0.00	EA	\$0.00	\$0.00	
Equipment Rental and Supplies	0.00	LS	\$0.00	\$0.00	
Personal Vehicle	0.00	Mile	IRS Rate	\$0.00	
Per Diem (for Inspection Services of Applicable Employees)	0.00	Day	State Rates	\$0.00	
Permit Fees	0.00	EA	\$0.00	\$0.00	
Research Fee	0.00	EA	\$0.00	\$0.00	
Records Search	0.00	0.00	\$0.00	\$0.00	
Tolls & Parking	0.00	0.00	\$0.00	\$0.00	
0	0.00	0.00	\$0.00	\$0.00	
3 rd Tier Subconsultant					
Subconsultant 1:				\$0.00	
Subconsultant 2:					
Subconsultant 3:					
Subconsultant 4:					
Subconsultant 5:					
Subconsultant 6:					
Subconsultant 7:					
Subconsultant 8:					
Total ODC's				\$0.00	

Note: Add Additional pages if necessary.

NOTES:

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

COST PROPOSAL

Certification of Direct Costs:

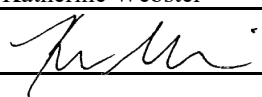
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster Title*: President
 Signature:  Date of Certification (mm/dd/yyyy): 01/04/2024
 Email: katherine@websterengineering.net Phone Number: 916-521-6932
 Address: P.O. Box 2214 Placerville, CA 95667

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

List services the consultant is providing under the proposed contract:

Resident Engineer, Assistant RE, Structure Rep, Assistant Structure Rep, Construction Inspection, office engineering

Please Note: Consultant completes all items in yellow highlight

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

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

CONSULTANTDewberry Engineers Inc.

City of Chico, On-Call CM & Inspection Services

PROJECT NO.14/2024

DATE14/2024

PRIMEXSUB

CONTRACT NO.

CONTRACT TYPEX

Specific Rates of Compensation

Prime Consultant's Participation Amount \$

Field Office Personnel (in office):

Overhead % 50.52% + 102.00% = 152.52%

Normal Fridge Benefit % 0.00%

Field Office Personnel (in field):

Overhead % 50.57% + 77.36% = 127.93%

Normal Fridge Benefit % 0.00%

Overtime Fridge Benefit % 50.57% + 77.36% = 127.93%

Field Office Personnel (in office):

Overhead % 50.52% + 102.00% = 152.52%

Normal Fridge Benefit % 0.00%

Field Office Personnel (in field):

Overhead % 50.57% + 77.36% = 127.93%

Normal Fridge Benefit % 0.00%

Overtime Fridge Benefit % 50.57% + 77.36% = 127.93%

Loaded Rate Calculation

Non-Exempt Employees Loaded Billing Rates	
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 1.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
Exempt Employee Loaded Billing Rates	
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	

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

Name/Classification	Home Office Personnel Paid Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DR (only applicable for prevailing wage work)					Employee Actual Rate (Fringe benefits vary year over year)					DELTA (TOTAL) = Employee Total Rate - DR Rate					DELTA (BASE) = Employee Base - DR Base					Applicable DELTA FRNGE = DELTA TOTAL - DELTA BASE (Employee - DR)					Loaded Hourly Billing Rate	% Escalation	Equivalent Hourly Rate (Straight Time)	Hourly Range for Class	
			From	To	Base Salary	Fringe Benefits	Total	Base Salary	Fringe	Estimate	Straight	Total	Base Salary	Fringe	Estimate	Straight	Total	Base Salary	Fringe	Estimate	Straight	Total	Base Salary	Fringe	Estimate	Straight	Total					
FIELD ICR	Erick Mendez Construction Inspector 3rd Night Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.49	\$113.50	\$140.51	\$66.66	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$12.56	\$18.84	\$24.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.01	\$203.26	\$28.55	Straight Time
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$86.96	\$114.25	\$141.51	\$69.91	\$104.86	\$139.82	\$168.38	\$86.29	\$121.24	\$156.20	\$30.78	\$23.08	\$30.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.06	\$223.42	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.24	\$114.83	\$142.01	\$73.40	\$110.11	\$146.81	\$168.38	\$89.78	\$126.49	\$163.19	\$31.11	\$18.83	\$37.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.76	\$235.29	\$27.83	
FIELD ICR	Erick Mendez Construction Inspector 2nd Shift Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.94	\$123.63	\$154.01	\$68.99	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$5.81	\$8.72	\$11.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.40	\$228.07	\$28.73	Second Shift
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$87.24	\$124.38	\$155.01	\$73.40	\$104.86	\$139.82	\$168.38	\$86.29	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.40	\$229.07	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.49	\$124.75	\$155.51	\$77.07	\$105.61	\$146.15	\$168.38	\$89.45	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.86	\$235.29	\$27.83	
OFFICE ICR	Erick Mendez Construction Inspector Non-Prevailing Wage Work (non-Exempt)	6/30/2024	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	\$189.97	\$203.26	\$28.55	Office Time
		7/1/2024	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	\$189.97	\$203.26	\$28.55	
		7/1/2026	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	\$189.97	\$203.26	\$28.55	
FIELD ICR	Jacob Gilmore Construction Inspector 3rd Night Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.49	\$113.50	\$140.51	\$66.66	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.01	\$203.26	\$28.55	Straight Time
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$86.96	\$114.25	\$141.51	\$69.91	\$104.86	\$139.82	\$168.38	\$86.29	\$121.24	\$156.20	\$30.78	\$23.08	\$30.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.06	\$223.42	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.24	\$114.83	\$142.01	\$73.40	\$110.11	\$146.81	\$168.38	\$89.78	\$126.49	\$163.19	\$31.11	\$18.83	\$37.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.76	\$235.29	\$27.83	
FIELD ICR	Jacob Gilmore Construction Inspector 2nd Shift Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.94	\$123.63	\$154.01	\$68.99	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$5.81	\$8.72	\$11.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.40	\$228.07	\$28.73	Second Shift
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$87.24	\$124.38	\$155.01	\$73.40	\$104.86	\$139.82	\$168.38	\$86.29	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.40	\$229.07	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.49	\$124.75	\$155.51	\$77.07	\$105.61	\$146.15	\$168.38	\$89.45	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.86	\$235.29	\$27.83	
OFFICE ICR	Jacob Gilmore Construction Inspector Non-Prevailing Wage Work (non-Exempt)	6/30/2024	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	\$178.01	\$203.26	\$28.55	Office Time
		7/1/2024	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	\$178.01	\$203.26	\$28.55	
		7/1/2026	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	\$178.01	\$203.26	\$28.55	
FIELD ICR	Remond Tunkel Construction Inspector 3rd Night Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.49	\$113.50	\$140.51	\$66.66	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$12.56	\$18.84	\$24.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.01	\$203.26	\$28.55	Straight Time
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$86.96	\$114.25	\$141.51	\$69.91	\$104.86	\$139.82	\$168.38	\$86.29	\$121.24	\$156.20	\$30.78	\$23.08	\$30.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.06	\$223.42	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.24	\$114.83	\$142.01	\$73.40	\$110.11	\$146.81	\$168.38	\$89.78	\$126.49	\$163.19	\$31.11	\$18.83	\$37.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.76	\$235.29	\$27.83	
FIELD ICR	Remond Tunkel Construction Inspector 2nd Shift Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.94	\$123.63	\$154.01	\$68.99	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$5.81	\$8.72	\$11.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.40	\$228.07	\$28.73	Second Shift
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$87.24	\$124.38	\$155.01	\$73.40	\$104.86	\$139.82	\$168.38	\$86.29	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.40	\$229.07	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.49	\$124.75	\$155.51	\$77.07	\$105.61	\$146.15	\$168.38	\$89.45	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.86	\$235.29	\$27.83	
OFFICE ICR	Remond Tunkel Construction Inspector Non-Prevailing Wage Work (non-Exempt)	6/30/2024	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	\$178.01	\$203.26	\$28.55	Office Time
		7/1/2024	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	\$178.01	\$203.26	\$28.55	
		7/1/2026	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	\$178.01	\$203.26	\$28.55	
FIELD ICR	Wesley Howard Construction Inspector 3rd Night Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.49	\$113.50	\$140.51	\$66.66	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$12.56	\$18.84	\$24.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.01	\$203.26	\$28.55	Straight Time
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$86.96	\$114.25	\$141.51	\$69.91	\$104.86	\$139.82	\$168.38	\$86.29	\$121.24	\$156.20	\$30.78	\$23.08	\$30.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.06	\$223.42	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.24	\$114.83	\$142.01	\$73.40	\$110.11	\$146.81	\$168.38	\$89.78	\$126.49	\$163.19	\$31.11	\$18.83	\$37.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.76	\$235.29	\$27.83	
FIELD ICR	Wesley Howard Construction Inspector 2nd Shift Prevailing Wage Work (non-Exempt)	6/30/2024	15.00	20.00	\$108.04	\$32.47	\$86.94	\$123.63	\$154.01	\$68.99	\$99.87	\$133.16	\$168.38	\$82.96	\$116.25	\$148.54	\$5.81	\$8.72	\$11.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.40	\$228.07	\$28.73	Second Shift
		7/1/2024	15.00	20.00	\$109.04	\$32.47	\$87.24	\$124.38	\$155.01	\$73.40	\$104.86	\$139.82	\$168.38	\$86.29	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.40	\$229.07	\$28.79	
		7/1/2026	15.00	20.00	\$110.04	\$32.47	\$87.49	\$124.75	\$155.51	\$77.07	\$105.61	\$146.15	\$168.38	\$89.45	\$126.49	\$163.19	\$18.20	\$24.27	\$31.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.86	\$235.29	\$27.83	
OFFICE ICR	Wesley Howard Construction Inspector Non-Prevailing Wage Work (non-Exempt)	6/30/2024	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	\$189.97	\$203.26	\$28.55	Office Time
		7/1/2024	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	\$189.97	\$203.26	\$28.55	
		7/1/2026	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	\$189.97	\$203.26	\$28.55	

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANTDewberry Engineers Inc.

City of Chico - On-Call CM & Inspection Services

PROJECT NO.14/2024

CONTRACT NO.

PRIMEXSUB

CONTRACT TYPEX

Specific Rates of Compensation

Prime Consultant's Participation Amount \$

esc.5.00%

FCOM0.00%

Loaded Rate Calculation		Non-Exempt Employee Loaded Billing Rates		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) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + 35% of 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)		(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.					

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate		Prevailing Wage Rate established by State DR (only applicable for prevailing wage work)				Employee Actual Rate (Fringe benefits vary year over year)				DELTA (TOTAL) = Employee Total - DR Rate				DELTA (TOTAL) = Employee Total - DR Total				DELTA (BASE) = Employee Base - DR Base				Applicable DELTA FRNCGE = DELTA TOTAL - DELTA BASE (Employee - DIR)				% Escalation Increase	Equivalent Hourly Rate (Straight Time)	Hourly Range for Class																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
				Base Salary		Fringe		Total = Base + Fringe		Base Salary		Fringe		Total = Base + Fringe		Straight		Straight		Straight		Straight		Straight		Straight																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Keith Spottswood Construction Inspector Non-Prevailing Wage Work (Non-Exempt)	FIELD ICR	7/1/2023	6/30/2024*	\$81.03	\$108.04	\$32.47	\$86.49	\$113.50	\$140.51	\$32.47	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92	\$100.92	\$134.56	\$100.92	\$144.56	\$67.28	\$100.92

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

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

Please Note: Consultant completes all items in yellow highlight

CONSULTANT _____ Albat

PROJECT NO. _____ On-Call, City of Ohio

CONTRACT NO. _____

PRIME _____ SUB _____ X

DATE 11/22/2023

CONTRACT TYPE _____

Sub Consultant's Contract Amount \$ _____

Loaded Rate Calculation										Home Office Personnel: Fringe Benefit % + Overhead % + General Administration % = Combined %												
Non Exempt Employee Loaded Billing Rates										NORMA L OVERTIME = 120.00%												
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)										NORMA L OVERTIME = 120.00%												
B) 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + 1.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)										NORMA L OVERTIME = 120.00%												
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)										NORMA L OVERTIME = 120.00%												
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.										Applicable Multiplier Delta Base (Field) = 1.00												
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)				DELTA (TOTAL) = Employee Total Rate - DIR Rate		DELTA (BASE) = Employee Base - DIR Base		DIR Rate - Rate		DELTA TOTAL - DELTA BASE (Employee - DIR)		Loaded Hourly Billing Rates		% Escalation Increase	Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
		Base Salary	Fringe	Benefits	Total Base Salary + Fringe Benefits	Straight	1.5 OT	2.0 OT	Total - Base + Fringe	Straight	1.5 OT	2.0 OT	Estimate	Fringe	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)			
Ken Riley, Construction Inspector	2/1/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	7/1/2024	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Ken Riley, Prevailing Wage Work (Non-Exempt)	7/1/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	7/1/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2027	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2028	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Ken Riley, Construction Inspector	2/1/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Patrick Frost, Construction Inspector	2/1/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Patrick Frost, Prevailing Wage Work (Non-Exempt)	7/1/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	7/1/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2027	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2028	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Patrick Frost, Construction Inspector	2/1/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Eric Sieneros, Prevailing Wage Work (Non-Exempt)	7/1/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	7/1/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2027	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2028	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Eric Sieneros, Construction Inspector	2/1/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Eric Sieneros, Prevailing Wage Work (Non-Exempt)	7/1/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	7/1/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2027	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2028	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Eric Sieneros, Construction Inspector	2/1/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51	\$117.38	\$145.51
	6/30/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	6/30/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
Eric Sieneros, Prevailing Wage Work (Non-Exempt)	7/1/2025	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	7/1/2026	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51
	2/28/2027	\$59.27	\$88.91	\$118.54	\$32.97	\$92.24	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51	\$121.88	\$151.51								

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

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

CONSULTANTUNICO ENGINEERING

PRIME

SUBX

DATE: 1 01/04/2024

PROJECT NO. ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

CONTRACT NO.

TBD

CONTRACT TYPE

Specific Rates of Compensation

Sub Consultant's Contract Amount

TBD

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 Fringe)														
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)														
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.														
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)				DELTA (TOTAL) = Employee Total Rate - DIR Rate		Applicable Delta Fringe = DELTA TOTAL - DELTA BASE (Fringeless DIR)
				Base Salary	15 OT	20 OT	Fringe	Base Salary	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
Justin Webster, PE Resident Engineer Non-Prevailing Wage Work (Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Lacey Smith, PE RE/Structure Rep Non-Prevailing Wage Work (Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Bob Sanagan Construction Inspector Group 2 Prevailing Wage Work (Non-Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Claudio Santos Construction Inspector Group 2 Prevailing Wage Work (Non-Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Staff Construction Manager Non-Prevailing Wage Work (Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Susan Pinal, EIT Assistant Resident Engineer Non-Prevailing Wage Work (Non-Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Omar Lopez, EIT Assistant Resident Engineer Non-Prevailing Wage Work (Non-Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
Staff Office Engineer Non-Prevailing Wage Work (Non-Exempt)	Home	From	To	Straight	15 OT	20 OT	Benefits	Straight	15 OT	20 OT	Fringe	Straight	15 OT	20 OT
		11/1/2023	10/31/2024	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2024	10/31/2025	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82
		11/1/2025	10/31/2026	\$56.27	\$84.41	\$112.54	\$32.97	\$89.24	\$117.38	\$145.51	\$68.25	\$13.10	\$17.46	\$21.82

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the 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.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new
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 follow:
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 follow:

Cost Proposal for Contracts with Prevailing Wages

COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES																	
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS																	
Please Note: Consultant completes all items in yellow highlight		PRIME	SUB	X	DATE:	11/28/2023	CONTRACT NO. TBD	CONTRACT TYPE:	X								
CONSULTANT: Webber Engineering, Inc.		On-Call CM and Inspection Services		Specific Rates of Compensation		Prime Consultant's Participation Amount: TBD		Fixed Fee: 3.50%									
Loaded Rate Calculation																	
NOTES: Employer's Loading Billing Rates																	
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Field P.) + Delta Base * (Applicable Multiplier Delta Fringe) * (Applicable Multiplier Delta Fringe) * (Applicable Multiplier Delta Fringe)																	
B) Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Field P.) * 1.5X or 2.0X (Actual Hourly Rate) * Delta Base * (Applicable Multiplier Delta Base) * Delta Fringe * (Applicable Multiplier Delta Fringe) * (Applicable Multiplier Delta Fringe)																	
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Field P.) + Delta Base * (Applicable Multiplier Delta Base) * Delta Fringe * (Applicable Multiplier Delta Fringe) * (Applicable Multiplier Delta Fringe)																	
The PW of differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DFR determinations.																	
Loaded Rate Calculation																	
Prevailing Wage Rate established by State DFR (only applicable for prevailing wage work)																	
Name/Classification																	
Effective Date of Prevailing Wage																	
From To																	
Base Salary																	
Fringe																	
Total Base Salary + Fringe Benefits																	
Employee Actual Rate (Fringe benefits every year over year)																	
Estimate																	
Delta (TOTAL) = Delta (TOTAL) - DIR Rate																	
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EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Chico 2. Contract DBE Goal: 23%
 3. Project Description: On-Call Construction Management & Inspection Services
 4. Project Location: Various locations throughout the City of Chico
 5. Consultant's Name: Dewberry Engineers Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: TBD
 8. Total Dollar Amount for **ALL** Subconsultants: TBD 9. Total Number of **ALL** Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Public Outreach Support Services	35954	AIM Consulting 2523 J Street, Suite 202 Sacramento, CA 95816 916.442.1168	TBD
Resident Engineer, Office Engineer & Inspection Services	47453	Albat 7317 Flowerwood Way Sacramento, CA 95831 323.459.7510	TBD
Resident Engineer, Office Engineer & Inspection Services	41342	UNICO Engineering 110 Blue Ravine, Ste. 101 Folsom, CA 95630 530.909.9023	TBD
Resident Engineer, Office Engineer & Inspection Services	44316	Webster Engineering 6100 Enterprise Dr Ste Diamond Springs, CA 95619 916.521.6932	TBD
Local Agency to Complete this Section			TBD
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
			23%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>11/29/2023</u> Howard Zabell 17. Preparer's Name _____ 18. Phone <u>916.363.4210</u> Vice President 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.



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Dewberry Engineers Inc.

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

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 152.52 % and Field Office Rate (if applicable): 127.93%

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2022 - 12/31/2022

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

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

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$380.2M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 45
- Years of consultant's experience with 48 CFR Part 31 is 42
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☒

Local Govt ICR Audit ☒

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☒

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

Name:** Cynthia Chen

Title:** Chief Financial Officer

Signature: Cynthia Chen Digitally signed by Cynthia Chen
Date: 2023.07.12 08:38:36 -04'00'

Date: 7/12/2023

Phone:** (703) 849-0409

Email:** cchen@dewberry.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: AIM Consulting

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

Indirect Cost Rate (ICR):

Combined Rate: 117.51 Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/1/2022-12/31/2022

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

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

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant's experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

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

Name:** Katie DeMaio

Title:** President

Signature: Katie DeMaio Digitally signed by Katie DeMaio
Date: 2023.08.17 20:20:04 -07'00'

Date: 10/03/2023

Phone:** (916) 442-1168

Email:** kdemaio@aimconsultingco.com

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

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



Inspector General

California Department of Transportation

Albat utilizes the Safe Harbor Rate

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Albat

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

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

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

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant's experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

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

Name:** Tatevik Janvelyan

Title:** President

Signature: 

Date: 11/21/2023

Phone:** (323) 459-7510

Email:** tatevik@albat.co

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

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

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Albat

Local Agency (if applicable) City of Chico

Contract Number / Federal Project Number On-Call Construction Management and Inspection

Contract Total \$ _____

For Subconsultant Firms – estimated % of work to be performed _____ %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or
Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Tatevik Janvelyan

Signature 
(Electronic Signature Allowed)

Title President

Date Completed 11/21/2023

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.
Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Albat

Firm Headquarters Address 7317 Flowerwood Way

Sacramento, CA 95831

Accounting Records

- Location where Accounting records are held Headquarters
- Name and Title Tatevik Janvelyan, President
- Email and Phone tatevik@albat.co (323) 459-7510
- Mailing Address 7317 Flowerwood Way
Sacramento, CA 95831

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes No X

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes No X

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship ____ Partnership ____ C Corporation ____ S Corporation X

Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services X Program Management ____

Preliminary Engineering ____ Design Engineering ____

Surveying ____ Feasibility Studies ____

Mapping or Architectural Related Services ____ Other _____

3. Does the Firm have prior government contracting experience? Yes X No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes X No ____ Non-Labor Yes X No ____

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes X No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes X No ____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes X No ____

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting Yes X No ____ Overtime Yes X No ____

Billing Yes X No _____ Direct/Indirect Expenses Yes X No _____

Timesheet Preparation Yes X No Prevailing Wage Yes X No

Bonus Yes X No

9. What types of employee status will the Firm provide for this contract?

Non-exempt _____ Exempt-salaried _____ Exempt-hourly X Contract Employee _____

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes X No

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle _____

Shipping X

Computer/CADD _____

Lab X

Printing X

Travel X

Specialty Equipment X
(List below)

Other (List below) _____

If needed/requested by client

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation	Included as part of overhead costs
-------------	------------------------------------

Where is the vehicle stored after work? Headquarters/residence

Does employee use vehicle for personal use? Yes X No

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ IRS rate per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name Tatevik Janvelyan

Signature 
(Electronic Signature Allowed)

Title President

Date Completed 11/20/2023

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: UNICO ENGINEERING, INC.

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

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 144.92 and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/01/2022 - 12/31/2022

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

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

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 15,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 9
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

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

Name:** Cesar Montes de Oca

Title:** President

Signature: 

Date: 11/02/2023

Phone:** (916) 900-6623

Email:** cesar@unicoengineering.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Webster Engineering, Inc.

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

Indirect Cost Rate (ICR):

Combined Rate: 172.64 Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 2022

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

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

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 723,153.21 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 3
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

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

Name:** Katherine Webster

Title:** President

Signature: 

Date: 02/03/2023

Phone:** (916) 521-6932

Email:** katherine@websterengineering.net

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

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

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEWBERRY ENGINEERS, INC.
PROVIDER

ON-CALL CONSTRUCTION MANAGEMENT
& INSPECTION SERVICES
Project Title

VARIOUS
Budget Account Number

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 \$1,000,000 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 \$4,000,000 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.

Tail Coverage

Consultant/Contractor shall provide such evidence of professional liability insurance for a period of one year following the date that the project has been constructed and accepted as complete by City.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due the City, at the City's option.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEWBERRY ENGINEERS, INC.
PROVIDER

ON-CALL CONSTRUCTION MANAGEMENT
& INSPECTION SERVICES
Project Title

VARIOUS
Budget Account Number

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

DEWBERRY ENGINEERS, INC.
PROVIDER

ON-CALL CONSTRUCTION MANAGEMENT
& INSPECTION SERVICES
Project Title

VARIOUS
Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

The contract language herein includes provisions (modified and verbatim) from LAPM 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 SERVICES for Introduction.

ARTICLE-II 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 or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE-III STATEMENT OF WORK

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

(MANDATORY FISCAL AND FEDERAL PROVISIONS)

ARTICLE-IV PERFORMANCE PERIOD

- A. Refer to Standard Contract SECTION 2-SCOPE OF SERVICES for Performance Period.
- B. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.
- 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. The maximum term shall not exceed five (5) years.

ARTICLE-V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in 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 draft Task Order, less the cost estimate.

- A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both 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 includes 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/PUBLIC WORKS ENGINEERING DEPARTMENT)
(ADDRESS: P.O. 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.
- M. 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.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed **\$15,800,000**. 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. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual items.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE-VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code §8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examination, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE-IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including Cost Proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 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, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL

AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g., 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of the paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under the AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CAP audited ICR; (2) all work under the AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE-X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants 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. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that, which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultant(s) must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, or 2 percent of the amount due per month for every month that payment is not made.
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.
- G. Prompt Payment of Withheld Funds to Subconsultants
The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.
Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall be subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies,

otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE-XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by the LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 five thousand dollars (\$5,000), with prior authorization by the LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property.

Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY

and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE-XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- 5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 - 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

- 1. Where either the prime AGREEMENT of the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE-XIII CONFLICT OF INTEREST

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

ARTICLE-XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT 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. The 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 local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The 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 subagreements, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

ARTICLE-XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code §12990 and 2 CCR §8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representative of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, 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.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE-XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT

or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within in the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE-XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.
- CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE using the California United Certification Program (CUCP) database and processes the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the varification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials

or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts in the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines “manufacturer” and “regular dealer.”

This agreement is subject to 49 CFR 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California’s statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 23%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. 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. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance
Under 49 CFR 26.13(b):
CONSULTANT, subrecipient, 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 26 in the award and administration of federal-aid contracts.

Failure by the 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 recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments.
- 2) Assessing sanctions.
- 3) Liquidated damages; and/or
- 4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-O2: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determined other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request withing five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance. Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form. In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project. CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place. Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work. CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work. CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
 - Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL

AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work. If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid 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 CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, 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 AGREEMENT, the subconsultant shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to: business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to

subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of the AGREEMENT shall contain all of the provisions of this section.

ARTICLE-XIX INSURANCE

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

ARTICLE-XX FUNDING REQUIREMENTS

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

ARTICLE-XXI CHANGE IN TERMS

- A. Refer to Standard Contract SECTION 15-AMENDMENTS for Change in Terms.

ARTICLE-XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE-XXIII DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Department Head or Official, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, 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 AGREEMENT.

ARTICLE-XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE-XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 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 (5) feet or deeper.

ARTICLE-XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copywriting 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 LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation

with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT 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 LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held LOCAL AGENCY relating to the AGREEMENT, 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 AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- 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 AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE-XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE-XXX EVALUATION OF CONSULTANT

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

ARTICLE-XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE-XXXII TITLE VI ASSURANCES

APPENDICES A – E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction,

CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the abovementioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is

necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race,

- color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of

the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE-XXXIII NOTIFICATION

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

ARTICLE-XXXIV CONTRACT

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

ARTICLE-XXXV SIGNATURES

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

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEWBERRY ENGINEERS, INC.
PROVIDER

ON-CALL CONSTRUCTION MANAGEMENT
& INSPECTION SERVICES
Project Title

VARIOUS
Budget Account Number

EXHIBIT G

ADDITIONAL FEDERAL PROVISIONS

Regulatory Compliance Requirements for Task Orders that include projects funded through HUD, HCD, or the CDBG-DR Program.

All City contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Agreement:

1. Compliance with State and Federal Laws and Regulations

The Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the Department for the administration of the DR-Infrastructure programs, as the same may be amended from time to time.

2. CDBG-DR Requirements

Consultant shall be in compliance with CDBG-DR requirements, the 2018 DR-Infrastructure Policies and Procedures.

3. Environmental Compliance

- A. The Consultant shall comply with the California Environmental Quality Act (CEQA) requirements as applicable.
- B. The Consultant agrees to comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements, specified in said Section 114

and Section 308, and all applicable standards, orders, regulations and guidelines issued thereunder. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. The Consultant shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended, and all applicable standards, orders and regulations. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.
- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.
- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant and the City agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set form in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the City and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the City agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City of Paradise and understands and agrees that the City of Paradise will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City of Paradise and understands and agrees that the City of Paradise will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

The City does not employ vendors or contractors or award contracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspensions". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
- (2) 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See Attachment C.8 – Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See the certification in Attachment C-7.

10. Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) Consultant purchases in excess of \$10,000 of the item under this contract; (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

11. Equal Opportunity Requirements and Responsibilities

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp.,

p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

- G. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- H. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- I. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. **Executive Order 12259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- L. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- M. **The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be

discriminated against on the basis of race.

- O. **Section 3 of the Housing and Urban Development (HUD) Act of 1968:** This provision of the act promotes economic opportunities and self-sufficiency in low-income communities. It requires that recipients of certain HUD funding, such as grants and contracts, provide job training, employment, and contracting opportunities to low-income individuals and businesses within those communities. The goal of Section 3 is to ensure that federal housing and community development funds contribute to local economic development, job creation, and improved living conditions for residents in economically disadvantaged areas.

12. Minority Business Enterprises and Women's Business Enterprises

The Consultant must make affirmative steps to assure that minority business enterprises and women's business enterprises are used when possible. The affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Relocation, Displacement, and Acquisition

The Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they are applicable.

14. Consultant Agreements:

- A. Consultant shall:
 - 1. Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
 - 2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the Department, as determined by the particulars of each individual Project will be required.

3. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 4. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
 5. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
 6. Compliance with the applicable Equal Opportunity Requirements described in Exhibit G, Section 12 of this Agreement.
- B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:
1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
 2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
 3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
 4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
 5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
 6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

15. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts Rev. 3/03)

- A. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- B. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

- C. The City has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

16. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

17. Construction Standards

This Agreement is subject to the construction standards listed below:

- A. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)
The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968, be accessible.
- B. California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)
All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).
- C. Sustainability Requirements
All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.
- D. National Floodplain Elevation Standards
Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.
- E. Wildland-Urban Interface Building Codes (WUI Codes)
All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

18. Federal Labor Standards Provisions

The Consultant shall at all times comply and cause all Project contractors to comply, with applicable federal labor standards, including without limitation, the following:

Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

"Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

The City and the Consultant shall be prohibited from attempting as well as completing "kickbacks", which include any compensation of any kind. The inclusion of kickback amounts in contract prices is prohibited conduct in itself.

Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

19. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor

incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, HCD may require a certification from the awarding body that prevailing wages have been or will be paid.

- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

20. Agreements with Contractors

- A. An agreement between the City and any Contractor or other party shall require:
 - 1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
 - 3. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
 - 4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.
- B. Contractors shall:
 - 1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
 - 2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by HCD, as determined by the particulars of each individual Project will be required.
- C. Contractors and Subcontractors: Drug-Free Workplace Act of 1988
 - 3. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
 - 4. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c)

any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

5. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
6. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
7. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
8. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

21. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

- A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all insurance requirements. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.
- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No.

75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as reasonably necessary.

SPA On-Call CM Services

Final Audit Report

2024-02-23

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