

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this CONTRACT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by CONTRACT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and CONTRACT is required, the CONTRACT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by CONTRACT amendment to accommodate the changed work.

B. The indirect cost rate established for this CONTRACT is extended through the duration of this specific CONTRACT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or CONTRACT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this CONTRACT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this CONTRACT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this CONTRACT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY. The final invoice should be submitted within sixty (60) calendar days after completion of

CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

**Siskiyou County Public Works
Scott Waite, PE Director of Public Works
1312 Fairland Road
Yreka, CA 96097**

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed approved amendments.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.



Wooley Creek Bridge (2C-016)
Phase 2 Environmental Studies and Final Design
Fee Proposal Summary

Amendment 2 Estimated Budgets by Task						
Task	Labor			DBE Subs	Expenses	Total
	Hours	Cost	Fixed Fee			
Task 2.1 Project Management	49	\$6,595.87	\$659.59		\$672.08	\$7,927.54
Task 2.2 Environmental Studies	984	\$95,640.40	\$9,564.04		\$4,400.00	\$109,604.44
Task 2.3 Final Design	334	\$37,289.90	\$3,728.99			\$41,018.89
Topographic Survey	170	\$14,763.44	\$1,476.34		\$11,382.52	\$27,622.31
Topographic Survey Contingency						
Task 2.4 Bidding and Construction Support						
Amendment 2 Phase 2 Subtotals	1537	\$154,289.62	\$15,428.96	\$0.00	\$16,454.60	\$186,173.18
Original Contract Value , Phase 1						\$44,576.86
Contract Total with Amendment 2						\$230,750.04