


AGENDA ITEM NO.
C21

COUNTY OF HUMBOLDT

For the meeting of: January 9, 2018

Date: December 11, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Consultant Services Agreement with Mark Thomas and Company Regarding the Provision of On-Call Professional Design Engineering Services

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the selection of Mark Thomas and Company as the consulting firm to provide on-call professional design engineering services;
2. Approve and authorize the Chair of the Board to execute three (3) original copies of the attached consultant services agreement with Mark Thomas and Company regarding the provision of on-call professional design engineering services;
3. Authorize the Public Works Director to execute any and all future task orders issued pursuant to the terms and conditions of the attached consultant services agreement; and
4. Direct the Clerk of the Board to return two (2) executed original copies of the attached consultant services agreement to the Department of Public Works for further processing.

SOURCE OF FUNDING:

Humboldt County Road Fund, Federal Highway Administration ("FHWA") Highway Bridge Program, the Toll Credit Bridge Replacement Fund and FHWA Storm Damage Funds

Prepared by Jeff Ball CAO Approval Karen Clower

REVIEW:	Auditor <u>MBM</u>	County Counsel <u>SM</u>	Personnel _____	Risk Manager <u>KKG</u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-39

Meeting of: June 27, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Bass, Fennell, Sundberg, Bohn, Wilson

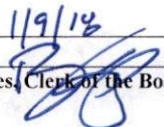
Nays _____

Abstain _____

Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 1/9/18

By: 
 Kathy Hayes, Clerk of the Board

DISCUSSION:

On June 27, 2017, the Humboldt County Department of Public Works (“Department”) issued a Request for Qualifications (“RFQ”) for the purpose of selecting a qualified consultant to provide professional design engineering services on an on-call basis. The RFQ followed the selection process set forth in Chapter 10 of the California Department of Transportation’s Local Assistance Procedures Manual. The statements of qualifications submitted in response to the RFQ for on-call professional design engineering services were evaluated and ranked by the selection committee. The final ranking of the statement of qualifications was issued on August 18, 2017 (Attachment 1).

The Department is now returning to the Board of Supervisors in order to award the attached consultant services agreement to Mark Thomas and Company, the highest ranking consultant. The attached consultant services agreement has a term of two (2) years with optional extensions that will not exceed five (5) years. The maximum total amount payable by the county for the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the attached consultant services agreement shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

Mark Thomas and Company will be asked to provide specified professional design engineering services for specific roadway design and construction projects pursuant to task orders issued under the attached consultant services agreement. A detailed scope of services, project schedule and project budget will be prepared for each task order issued pursuant to the terms and conditions of the attached consultant services agreement. Once a task order has been issued by the county, Mark Thomas and Company will be required to perform the agreed upon professional design engineering services within the parameters set forth therein.

Accordingly, the Department recommends that the Board of Supervisors approve, and authorize the Chair of the Board to execute, the attached consultant services agreement with Mark Thomas and Company regarding the provision of on-call professional design engineering services (Attachment 2). It is also recommended that the Board authorize the Public Works Director to execute any and all task orders issued pursuant to the attached consultant services agreement in order to ensure the efficient delivery of required services.

FINANCIAL IMPACT:

As noted above, the maximum amount payable for the professional design engineering services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the attached consultant services agreement is not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). Funding is dependent on the type of project for which the services are provided. Bridge projects are funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are 88.53% funded by FHWA and the remaining 11.47% is funded by the Humboldt County Roads Division. There is no financial commitment until a task order has been issued for a specific roadway design and construction project.

The recommended actions conform to the Board of Supervisors' Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation, Federal Highway Administration

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ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the attached consultant services agreement with Mark Thomas and Company regarding the provision of on-call professional design engineering services. However, this alternative is not recommended since the county has limited staff to perform design engineering services for upcoming bridge and roadway repair projects.

ATTACHMENTS:

1. Department of Public Works Ranking of the Statement of Qualifications Received in Response to Request for Qualifications No. DPW2017-007 for On-Call Professional Design Engineering Services dated August 18, 2017
2. Consultant Services Agreement with Mark Thomas and Company Regarding the Provision of On-Call Professional Design Engineering Services

ATTACHMENT 1

Department of Public Works Ranking of the Statement of Qualifications Received in
Response to Request for Qualifications No. DPW2017-006 for On-Call Professional Design
Engineering Services dated August 18, 2017



DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT

MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

ARCATA-EUREKA AIRPORT TERMINAL
McKINLEYVILLE
FAX 839-3596

PUBLIC WORKS BUILDING
SECOND & L ST., EUREKA
FAX 445-7409

CLARK COMPLEX
HARRIS & H ST., EUREKA
FAX 445-7388

AVIATION 839-5401

ADMINISTRATION 445-7491
BUSINESS 445-7652
ENGINEERING 445-7377
FACILITY MAINTENANCE 445-7493

NATURAL RESOURCES 445-7741
PARKS 445-7651
ROADS & EQUIP. MAINT. 445-7421
445-7493

LAND USE 445-7205

August 18, 2017

Transmittal by E-mail

**RE: STATEMENT OF QUALIFICATIONS FOR ON-CALL PROFESSIONAL
DESIGN ENGINEERING SERVICES, RFQ NO. DPW2017-007**

SUBJECT: Selection Committee Review

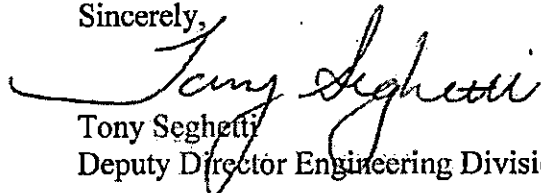
Dear Consultants:

Thank you for submitting the Statement of Qualifications proposal for On-Call Professional Design Engineering Services, RFQ No. DPW2017-007. The review committee has selected Mark Thomas. Per Sections 9.1(A) & (B) of the RFQ, we request that the highest ranking consultant submit a sealed Cost Proposal within one (1) week and attend a scoping meeting within two (2) weeks after receiving this notification. If the highest ranking consultant is unresponsive or an agreement cannot be reached, then the next highest ranking consultant will be asked to submit a sealed Cost Proposal and attend a scoping meeting. The final ranking of the proposals are as follows:

1. Mark Thomas
2. SHN Engineers and Geologists
3. Drake Haglan & Associates, Inc.
4. GHD Inc.
5. Morrison Structures, Inc.
6. Oscar Larson & Associates Consulting Engineers, Inc.

Please call me at (707) 445-7377 if you have any comments or questions.

Sincerely,


Tony Seghetti
Deputy Director Engineering Division

cc: File

ATTACHMENT 2

Consultant Services Agreement with Mark Thomas and Company Regarding the Provision
of On-Call Professional Design Engineering Services

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MARK THOMAS & COMPANY, INC.
FOR
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES AND/OR
ENVIRONMENTAL SERVICES**

This contract entered into this 9th day of January, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mark Thomas & Company, Inc., a California Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing on-call professional design engineering and/or environmental services, which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Zach Siviglia. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved Cost Proposal dated November 9, 2017, November 29, 2017, and December 6, 2017. The approved Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY'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 COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on January 9, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY'S Contract Administrator. This contract shall end on January 9, 2020, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. 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 contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

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- D. After a project to be performed under this contract is identified by COUNTY, COUNTY 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 COUNTY 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 COUNTY 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 Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. 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 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 contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 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 contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- 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 Contract.

- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the 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 this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is Ten Thousand dollars (\$10,000.00).

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures set forth in Title 48 of the Federal Code of Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 23 U.S.C. Section 112; 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and 23 CFR Part 172, Procurement, Management, and Administration of Engineering and Design Related Services.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under the applicable federal rules and state requirements are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as requested. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's 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 contract by reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's 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 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 contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with 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 Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR 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 Audit Guide; and other applicable procedures and guidelines] is received and approved by Caltrans. Provisional rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the provisional 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 provisional rate will be eighty-five (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E(1) above, Caltrans 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. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
 3. If CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans 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 provisional 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 provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to COUNTY a final invoice only when all of the following items have occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) all work under this contract has been completed to the satisfaction of COUNTY; and (c) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items.
 5. The provisional ICR will apply to this contract and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of such work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) 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 (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty-Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project.

CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:

1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

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ARTICLE XVI – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS

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

ARTICLE XIX – CHANGE IN TERMS

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

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is SIX percent (6%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

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- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XXI – CONTINGENT FEE

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

ARTICLE XXII – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under this contract, CONSULTANT may request review by COUNTY. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's staff 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 California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of professional design engineering and/or environmental operations, blanket contractual liability, broad form endorsement, a professional design and/or environmental endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles.
 3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers’ Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT’s insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT’s Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of

subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: Mark Thomas & Company, Inc.
Attention: Zach Siviglia, Project Manager
701 University Avenue, Suite 200
Sacramento, CA 95825

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- D. For liability arising out the performance of its professional services under this Agreement, CONTRACTOR agrees to indemnify and hold harmless County and its officers, officials, employees, and volunteers from and against liability for damages to the extent caused by the negligent acts, errors or omissions of the CONTRACTOR. Under its indemnity obligation CONTRACTOR shall reimburse County for the proportionate share of reasonable defense costs to the degree of fault of the engineer as determined by a court or arbitration. CONTRACTOR'S indemnification obligation does not apply to County's negligence or willful misconduct.
- E. For all liability NOT arising out of its professional services, CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the CONTRACTOR and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. All calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the projects for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other

projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY’s Contract Administrator.
- 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 California 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 two (2) years prior to the execution of this contract, 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 COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained by COUNTY as part of the contract record.

ARTICLE XXXI – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

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

CONSULTANT: Mark Thomas & Company, Inc.
Attention: Zach Siviglia, Project Manager
701 University Avenue, Suite 200
Sacramento, CA 95825

COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California, 95501

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder shall be litigated in the State of California and venue shall lie in Humboldt County unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

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- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons

Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

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

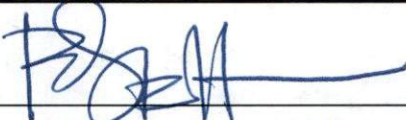
[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

MARK THOMAS & COMPANY, INC.:

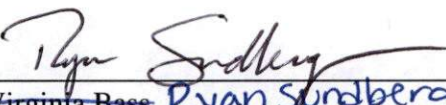
By: 
Name: ROBERT A. Himes
Title: PRESIDENT

Date: 12/12/17

By: 
Name: Matt Brogan
Title: Secretary

Date: 12/13/17

COUNTY OF HUMBOLDT:

By: 
~~Virginia Bass~~ Ryan Sundberg
Chair, Board of Supervisors

Date: 1/9/2018

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 12/28/17

- Attachment A – Scope of Work
- Attachment B – Cost Proposal (Exhibit 10-H)
- Attachment C – Consultant Contract DBE Information (Exhibit 10-O2)
- Attachment D – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K)
- Attachment E – Professional Liability Insurance

Attachment A – Scope of Work



MARK THOMAS

November 9, 2017

Mr. Tony Seghetti
Humboldt County Dept of Public Works
1106 2nd Street
Eureka, CA 95501

**RE: ON CALL DESIGN ENGINEERING SERVICES
TASK ORDER #1 - ADA RAMP IMPROVEMENT PROJECT**

Dear Mr. Seghetti:

Enclosed is Mark Thomas' cost proposal, scope of work and 10-H Form for the ADA Ramp Improvement project. We appreciate the opportunity to propose on this project. If you have any questions regarding our proposal, please contact me at (916) 381-9100 or zsiviglia@markthomas.com.

Sincerely,

MARK THOMAS

Zach Siviglia
Project Manager

Attachments



(916) 381 9100
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CA 95825

MARKTHOMAS.COM



MARK THOMAS

HUMBOLDT COUNTY ADA RAMP IMPROVEMENT PROJECT

Scope of Services

Mark Thomas will provide professional design services for the project. In the performance of this scope of services listed below, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and that Mark Thomas's obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

The scope of work assumes Mark Thomas will prepare up to four PS&E's for the 1487 curb ramp sites identified by the County. The County has identified the level of effort as follows:

- 72 ramps as "Easy" difficulty- can typically be constructed using a standard plan
- 1288 ramps as "Medium" difficulty - some modifications to a standard plan are typically needed to achieve ADA requirements
- 127 ramps as "Hard" difficulty- an engineered plan with field survey is required in order to achieve ADA requirements

1 Project Management

1.1 Project Development Team (PDT) Meetings

Mark Thomas, with input from the County, will establish PDT meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one (1) Project Kick-Off, and four (4) County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.



1.2 Client / Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

1.3 Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 12 monthly progress reports during the design and bidding phase.

1.4 Project Schedule

Mark Thomas will prepare a Critical Path Method (CPM) schedule prepared in Microsoft Project software. The schedule will be created and then updated for discussion at the PDT meetings. The CPM schedule will be updated at major project milestones.

1.5 Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

Task 1 Deliverables:

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Progress Summary (12 total)



- Project Schedule (monthly)
- QA/QC

2 Surveys/Mapping/Field Review

2.1 Data Gathering/Technical Memo Review

Mark Thomas will collect publicly available records & mapping including records of survey, subdivision maps, parcel maps, corner records, County mapping, aerials and as-built plans.

2.2 Data Management

Mark Thomas will assemble a GIS database to track and manage the project. Each curb ramp will be identified and the level of assumed design difficulty noted. The database will be updated monthly to identify the status of design, utility involvement, construction package and status of rights of way.

2.3 Field Review

A Field Review of each location will be conducted. The purpose of this meeting is to familiarize the design team with the project locations and identify the exact scope of improvement for the “Easy” and “Medium” difficulty locations. Photos and rag tape measurements will be taken to document the locations. At the conclusion of the field review, the GIS database will be updated and presented to the County.

2.4 Supplemental Topography

Mark Thomas will perform field topographic survey for the “Hard” sites. This field survey will locate topographic features within the projects limits that may affect design. These features include items affected by proposed improvements, such as edge of pavement, trees, utilities, fences, signs, driveways, manholes, drainage facilities and visible evidence of underground utilities (including valves, paint marks, pin flags, trench patches).



2.5 Control Surveys/Levels

Mark Thomas will set, at a minimum, two control points (nail and shiner) at each intersection (or mid-block location) for use in topographic surveys. Control points will be assigned local coordinates and elevations. The survey crew will be a one-man crew utilizing a robotic total station. Control information will be carried over to survey control diagrams included in the project plan package.

2.6 R/W Retracement Surveys

Using available data and topographic survey results, Mark Thomas will research right of way (R/W) at each project location. Public records will be compared to field information to determine the approximate location of right of way property lines and easements. The results will be compiled into CAD drawings to verify that project improvements lie within existing assumed R/W. A full right of way boundary retracement survey will not be performed. In the event that the existing or proposed improvements are/ will be located outside of the existing R/W, see Task 2.7

2.7 Permission to Enter and Construct Letters

Mark Thomas will prepare Permission to Enter and Construct Letters (and corresponding exhibits) showing impacts to private parcels in conformance with the Caltrans Right of Way Manual (8.10.03.00). It is assumed the County will take the lead on contacting property owners and obtaining signatures prior to construction. It is assumed up to one hundred (100) Permission to Enter and Construct letters will be necessary. It is assumed that if R/W appraisal maps are not included in this scope of work.

Task 2 Deliverables:

- Permission to Enter and Construct Letters (100 total)



3 Utility Coordination

3.1 Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) “A”, “B”, and “C” Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be very limited utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will coordinate with the utility companies to relocate or adjust their facilities. It is anticipated the utility companies will prepare their own relocation plans.

Mark Thomas will also coordinate with the utility companies where there would be only adjustments to grade of existing utility boxes/ covers to identify who will be responsible for the construction and construction costs.

Task 3 Deliverables:

- Utility A, B and C Plan letters for County Signature (2 copies)

4 Final Design – Plans, Specifications, and Estimate (PS&E)

4.1 60% Plans

This submittal represents a complete set of “unchecked” plans. For estimating purposes, it is assumed there will be five PS&E packages. Four normal packages that segregate the work by geographic region and one package where the site construction is delayed due to either R/W or utility relocation issues. Mark Thomas will prepare a complete set of construction plans in accordance with the County’s standards. The content will represent a biddable plan set; it has not been through our QC checklist.



4.2 90% Plans

This submittal represents a complete Final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor “clean-up” revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design (“B” Plans). Mark Thomas will perform a site review of the “Hard” sites with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the product.

4.3 100% Plans

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

4.4 Special Provisions

Mark Thomas will prepare Special Provisions for the project. The special provisions will be a combination of 2015 Caltrans standards and the County’s technical provisions. The special provisions will be submitted at the 60%, 90% and the 100% plan reviews.

4.5 Estimates

Mark Thomas will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.



Task 4 Deliverables:

- PS&E (60%, 90% and 100%) - (3 reduced size copies – 11"x17") & PDF files
- Special Provisions (60%, 90% and 100% submittals) – (3 copies) & PDF files

5 Bidding Support

5.1 Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance and will be charged on a time and materials basis.

Assumptions:

PS&E development is based on 2 hours per "Easy" difficulty ramp, 3 hours per "Medium" difficulty ramp, and 10 hours per "Hard" difficulty ramp.





MARK THOMAS

November 29, 2017

Mr. Tony Seghetti
Humboldt County Dept of Public Works
1106 2nd Street
Eureka, CA 95501

**RE: ON CALL DESIGN ENGINEERING SERVICES
TASK ORDER #2 - REDWOOD DRIVE COMPLETE STREET PROJECT**

Dear Mr. Seghetti:

Enclosed is Mark Thomas' cost proposal, scope of work and 10-H Form for the Redwood Drive Complete Street project. We appreciate the opportunity to propose on this project. If you have any questions regarding our proposal, please contact me at (916) 381-9100 or zsiviglia@markthomas.com.

Sincerely,

MARK THOMAS

Zach Siviglia
Project Manager

Attachments





MARK THOMAS

HUMBOLDT COUNTY REDWOOD DRIVE COMPLETE STREET PROJECT

Scope of Services

Mark Thomas will provide professional design services for the project.

The scope of work assumes Mark Thomas will build upon the approved PSR for complete street improvements on Redwood Drive (PM 0.00 to PM 0.50) in Garberville. Mark Thomas will develop conceptual alternatives, preliminary engineering designs (30% Plans), and public outreach. Humboldt County will prepare the environmental document and Mark Thomas will provide support. The level of effort is as follows:

1 Project Management

1.1 Project Development Team (PDT) Meetings

Mark Thomas, with input from the County, will establish PDT meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one (1) Project Kick-Off, and fifteen (15) County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

1.2 Project Management

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the County, including preparing contract paperwork, memo's, letters and email, making phone calls and maintaining project files. This activity commences with receiving notice to proceed and continues through submittal of key project deliverables.



Mark Thomas will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.

1.3 Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

Task 1 Deliverables:

- Agenda and Minutes for each PDT meeting (16 total)
- Project Schedule (monthly)
- QA/QC

2 Preliminary Engineering

2.1 Project Surveying, Mapping and Control

Mark Thomas will review all current site surveys, including control and topographic surveys, and coordinate additional surveys necessary for the design studies with the Humboldt County Public Works Survey Department.

2.2 Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities.

2.3 Geotechnical Design Report



The Mark Thomas team will prepare a Geotechnical/Pavement Design Report including existing pavement conditions, subsurface soil conditions, new structural pavement sections including asphalt and aggregate base and deep list asphalt, and rehabilitation recommendations (depending on existing section and design constraints).

2.4 Existing Conditions, Issues and Opportunities Memorandum

Mark Thomas will prepare an existing conditions summary memo with attached exhibits. The memo will include identification of the issues, opportunities and gaps that may be addressed with complete street improvements. This report will establish the framework and technical analysis that will form the foundation for developing conceptual alternatives that will be used to engage the public.

2.5 Develop Conceptual Alternatives

Mark Thomas will prepare up to three (3) conceptual design alternatives for transforming Redwood Drive into a Complete Streets. Alternatives will be based upon existing conditions and community input. Consultant will use before and after visualizations and renderings of the proposed alternatives to clearly communicate the impacts of new facilities and develop consensus around desired outcomes. Alternatives will seek to improve facilities to enhance multi-modal options for visitors and residents along Redwood Drive.

The Mark Thomas team will prepare a parking study including inventory of existing on-street and off-street parking, utilization of parking, and projected future parking demand and supply.

2.6 Permit Engineering Evaluation Report (PEER)

Mark Thomas will prepare a PEER for the complete street improvements for approval by Caltrans. It is assumed that one (1) round of plan review will be needed to have the PEER document approved.

2.7 Prepare 30% Plans



Mark Thomas will prepare 30% concept plans and preliminary cost estimate for the Redwood Drive corridor based on Caltrans and County standards. The concept plans will evaluate right of way needs and utility modifications and be shared with the County and Caltrans for feedback and refinements will be made. Plan sheets will be prepared at 1"=20'. It is anticipated that the following sheets will be prepared:

Description:	Number of Sheets
Title Sheet	1
Typical Sections	1
Roadway Layout w/ Plan and Profile	5
Drainage and Utility Plans (Plan view only)	5
Pavement Delineation Plans	5
Planting Plans	5
Total Plan Sheets	22

The preliminary cost estimate is based on the preferred alternative and will be completed for "major" construction items. Minor items that are typically shown in a construction contract will be covered within contingencies or other additions. Project development, soft costs, and contingencies will be included as appropriate for planning level estimates and based on a percentage of construction cost. The item unit costs will be estimated by reviewing similar recent project bid summaries, current Caltrans Contract Cost Data and the California Highway Construction Cost Index information.

Task 2 Deliverables:

- Topographic Survey and DTM (By County)
- Right of Way Retracement (By County)
- Utility A letters for County Signature
- Geotechnical Design Report
- Existing Conditions, Issues and Opportunities Memorandum
- Conceptual Alternatives (up to 3)
- Permit Engineering Evaluation Report



- 30% Plans and Estimate

3 Environmental Document Preparation

3.1 Environmental Support

Mark Thomas will provide support to the County staff during the preparation of the environmental documents and technical studies for the project. Mark Thomas will also provide CAD files for the roadway design to the County for the County's use in developing the environmental document and supporting technical studies.

4 Public Outreach

4.1 Public Workshops

Mark Thomas will prepare and facilitate up to two (2) public workshops during the Project Approval and Environmental Document phase of the project. Meetings will be planned during key project development stages. It is assumed the County will assist in identifying stakeholders and lead in notifying the public through various distribution channels.

Assumptions:

This scope of work has been prepared with the following assumptions:

- Field surveys and right of way delineation will be provided by the County.
- No traffic control is included.
- The County will prepare the CEQA document and environmental technical studies. A Phase I or Phase II ISA is not included.
- It is assumed that a traffic study is not needed.





MARK THOMAS

November 29, 2017

Mr. Tony Seghetti
Humboldt County Dept of Public Works
1106 2nd Street
Eureka, CA 95501

**RE: ON CALL DESIGN ENGINEERING SERVICES
TASK ORDER #3 - SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM**

Dear Mr. Seghetti:

Enclosed is Mark Thomas' cost proposal, scope of work and 10-H Form for the Systemic Safety Analysis Report Program. We appreciate the opportunity to propose on this project. If you have any questions regarding our proposal, please contact me at (916) 381-9100 or zsiviglia@markthomas.com.

Sincerely,

MARK THOMAS

Zach Siviglia
Project Manager

Attachments





MARK THOMAS

HUMBOLDT COUNTY SSAR PROJECT

Scope of Services

Mark Thomas will follow the following tasks to prepare a Systemic Safety Analysis Report (SSAR) to identify safety improvements to reduce traffic collisions within Humboldt County. The goal of the SSAR Program is to identify cost-efficient solutions to common collision types on a network-wide basis; meaning, that even if an intersection does not have collisions, but has similar characteristics of an intersection that has several collisions, similar safety improvements to both intersections should be considered.

The intent of the SSAR is to find projects that would be good candidates for Highway Safety Improvement Program (HSIP) funding. Since the goal of the HSIP program is to provide minimal cost solutions to increase safety, some larger cost projects, such as realignments or signalizations, typically will not receive funding under the HSIP program. However, larger cost projects are sometimes necessary to increase network wide safety at various locations.

1 Project Management

1.1 Project Meetings

Mark Thomas, with input from the County, will establish project meetings for this project. The purpose of the project meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one (1) Project Kick-Off, and five (5) meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

1.2 Project Management

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the



County, including preparing contract paperwork, memo's, letters and email, making phone calls and maintaining project files. This activity commences with receiving notice to proceed and continues through submittal of key project deliverables. Mark Thomas will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.

1.3 Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for the identifying accident analysis and countermeasure procedures, establishing appropriate levels of design development for intermediate submittals, and methods of project documentation. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible.

Mark Thomas' Project Manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

Internal Quality Control

- Verify accident analysis is consistent with accepted standards
- Confirm approach for proposed alternatives and countermeasures
- Check calculations

External Quality Control

- Do the assumptions made match the SSAR guidelines?
- Are the cost estimates prepared for projects federally reimbursable under the HSIP program?

A record of quality control reviews will be kept in a separate file for documentation/quality audit purposes.

Task 1 Deliverables:

- Agenda and Minutes for each project meeting (6 total)
- Monthly Progress Summary (8 total)
- QA/QC



2 Preliminary Engineering

This task includes preparing the data necessary to select appropriate countermeasures to meet the requirements of the SSAR report. Generally, it will consist of collecting and analyzing the existing collisions in Humboldt County, and analyzing the safety of the intersections where high collisions exist.

2.1 Data Gathering & Field Visits

Mark Thomas will collect available crash collision data. Data will be collected from the Statewide Integrated Traffic Records System (SWITRS), Transportation Injury Mapping System (TIMS), and from local police department collision reports. It is anticipated that the County will collect the data from sheriff/local police departments.

Field visits will be conducted to determine unsafe roadway features for areas showing higher than normal traffic collisions. When visiting these areas, several factors will be considered:

- Sight Distance
- Striping Tapers
- Clear Recover Zone
- Horizontal and Vertical Curves
- Signage
- Roadway Cross Section (lane/shoulder widths)

The field visits will be geared toward identifying unsafe or non-standard features that may contribute to the collision types seen in that area. Two days of field visits have been assumed.

2.2 Collision Analysis and Diagrams

Data collected from various sources will be compiled into a single list of accidents that can be imported into Google Earth (.kmz format). Several different maps will be created showing various collision factors, collision severity, and violation type. This information will help to identify common trends network-wide so that appropriate countermeasures can be selected.



2.3 Project Analysis and Network Safety

The overall safety of the network will be examined. Projects that fall under the HSIP program will be separated from projects that may not be good candidates for the HSIP program. These undesirable HSIP projects will be summarized in a memorandum to the County, which will include potential safety improvements and future projects that can be funding under other programs.

2.4 Develop Countermeasures

Conclusions drawn in the accident analysis phase can then be developed into countermeasures. The *Local Roadway Safety - A Manual for California's Local Road Owners* will be used to select appropriate HSIP approved countermeasures. Generally, a few different countermeasures can be used to mitigate common trends. A list of these countermeasures will be provided to Mark Thomas for review and comment.

2.5 Preliminary Estimates

Project cost estimates will be prepared with the goal of generating rough costs to aid in countermeasure selection. Since HSIP funding is budget oriented, these preliminary estimates will help to see which projects may be best suited for funding under the HSIP program.

2.6 Preliminary B/C Ratios

Mark Thomas will use the TIMS software to calculate the benefit-cost ratios for various countermeasures and projects. As part of the SSAR guidelines, up to 6 high-risk corridors and 10 intersections for potential inclusion in the SSAR report. At the conclusion of this analysis, a list of projects will be prepared showing appropriate countermeasures, project costs, and expected B/C ratios.

Task 2 Deliverables:

- Collision Analysis in Google Earth Format (.kmz)
- Collision Analysis in Excel Format
- List of Potential Projects and Countermeasures in Excel Format



3 Data Refinement

Based on the preliminary results found in Task 2.0, the County will meet with Mark Thomas to discuss the direction and progress of the findings. The goal of this meeting will be to select countermeasures and projects to move forward with. Since the goal of Task 2.0 will be to identify many projects and potential countermeasures, they will not be looked at in great detail. This task is intended to detail the selected countermeasures and projects.

3.1 Refine Accident Analysis

Mark Thomas will also coordinate with the utility companies where there would be only adjustments to grade of existing utility boxes/ covers to identify who will be responsible for the construction and construction costs.

3.2 Develop Project Improvement Schematics

Proposed project improvements will be schematically designed with an objective to accurately identify project impacts and appropriate bid items. The plan-view schematic design will be created in AutoCAD Civil 3D 2015 and will identify impacts, bid items, and proposed project improvements. The design will be based off an aerial image and will be of sufficient detail to provide a planning-level cost estimate.

3.3 Refine Estimates

Project improvements will be quantified and estimated based on the project improvement schematic. The estimate will include construction costs, preliminary engineering costs, environmental costs and construction management costs. The overall goal of the estimate is to identify the total cost a project would take to deliver, all of which can be reimbursed under the HSIP program if a project is selected for funding.

3.4 Refine B/C Ratios (6 segments; 10 intersections)

Mark Thomas will use the TIMS software to prepare the final benefit-cost ratios for the selected projects and countermeasures. As part of the SSAR guidelines, Mark Thomas will analyze up to 6 high-risk corridors and 10 intersections for potential



inclusion in the SSAR report. At the conclusion of refining the B/C Ratios, a final list of projects will be prepared for the County, who can choose which projects to exclude or keep in the SSAR report.

Task 3 Deliverables:

- Project Improvement Schematics (11x17)(3 sets)
- Estimate (3 copies)
- List of Selected Projects and Countermeasures in Excel Format

4 Draft and Final SSAR Program Report

4.1 Draft SSAR Report

Using the information collected in Tasks 2.0 and 3.0, a draft SSAR report will be created and submitted for County review. The SSAR report will prioritize projects which may be fundable for HSIP. The report will summarize the potential projects and show the expected benefit-cost ratios. The report will include the following sections as described below.

Executive Summary

This section will include the objectives and focus for the SSAR and a brief summary of the major results. Discussions will include what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, and the benefit-cost ratios for the projects.

Safety Data Summary

Safety data will be analyzed and will include ten (10) years of the most current crash data. Crash data will be compiled from local databases, the California I-SWITRS database, and UC Berkeley Transportation Injury Mapping (TIMS).

This section will follow guidance found in Section 2 of the Local Roadway Safety Manual (LRSM) to complete this section of the SSAR.



Data Analysis Techniques and Results

Crash trends and crash concentrations will be analyzed based on overall numbers, identifying the leading causes of collisions. In addition, crashes will be identified on a 'rate' basis and compared to other areas within the County to identify the highest need intersections.

Highest Occurring Crash Type

Mark Thomas will focus this area of the report on the top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on their roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

High-Risk Corridors and Intersections

Mark Thomas will focus this area of the report on the top 3 high-risk corridors and top 5 intersections responsible for fatalities and severe injuries occurring on the roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

Countermeasure Selection

Mark Thomas will use crash reduction factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the local agencies' primary crash type trends. In addition, Mark Thomas will use crash concentrations (system-wide, corridors, and spot locations) to identify the countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

This section will follow the guidance in Section 4 of the LRSM to complete this section of the SSAR.



Project Scope and Prioritization

Once the crash areas, trends, and corresponding systemic countermeasures have been identified, Mark Thomas will create preliminary safety project scopes. Mark Thomas will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/ characteristics on a corridor-by-corridor basis.

4.2 Final SSAR Report

Following reviews by the County, any agreed-upon revisions shall be made to the SSAR report. A final SSAR report will be delivered to the County for submittal to Caltrans.

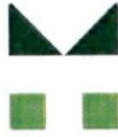
Task 4 Deliverables:

- Draft SSAR Report (3 sets)
- Final SSAR Report (3 sets)

Assumptions

- Field topographic surveys will not be performed
- Collision data will be available in an electronic database format (i.e., individual crash reports will not be reviewed and entered into a database)
- No more than Ten (10) safety project scopes are assumed for this scope of work.





MARK THOMAS

December 6, 2017

Mr. Tony Seghetti
Humboldt County Dept of Public Works
1106 2nd Street
Eureka, CA 95501

**RE: ON CALL DESIGN ENGINEERING SERVICES
TASK ORDER #4 - STORM DAMAGE DESIGN SERVICES**

Dear Mr. Seghetti:

Enclosed is Mark Thomas' cost proposal, scope of work and 10-H Form for the Storm Damage Design Services project. We appreciate the opportunity to propose on this project. If you have any questions regarding our proposal, please contact me at (916) 381-9100 or zsiviglia@markthomas.com.

Sincerely,

MARK THOMAS

Zach Siviglia
Project Manager

Attachments





MARK THOMAS

HUMBOLDT COUNTY STORM DAMAGE PROJECT

Scope of Services

Mark Thomas will provide professional design services for the project. In the performance of this scope of services listed below, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and that Mark Thomas's obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

1 Project Management

1.1 Project Meetings

Mark Thomas, with input from the County, will establish project meetings for this project. The purpose of the project meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one (1) Project Kick-Off, and three (3) meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

1.2 Project Management

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the County, including preparing contract paperwork, memo's, letters and email, making phone calls and maintaining project files. This activity commences with receiving notice to proceed and continues through submittal of key project deliverables. Mark Thomas will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.



1.3 Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for the identifying accident analysis and countermeasure procedures, establishing appropriate levels of design development for intermediate submittals, and methods of project documentation. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible.

Mark Thomas' Project Manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

Internal Quality Control

- o Confirm approach for proposed alternatives
- o Review project for constructability and cost efficiency
- o Check calculations

External Quality Control

- o Is the scope of work and cost estimates prepared for projects reimbursable under the funding program requirements?

A record of quality control reviews will be kept in a separate file for documentation/quality audit purposes.

Task 1 Deliverables:

- Agenda and Minutes for each project meeting (4 total)
- Monthly Progress Summary (12 total)
- QA/QC

2 Preliminary Engineering

This task includes preparing the data necessary to select appropriate storm damage repairs as outlined in the Damage Assessment Form (DAF).

2.1 Data Gathering & Field Visits

Mark Thomas will collect available data information from the County. Data will be collected from County provided survey, DAF and other sources.



A field visit will be conducted to determine extent of storm damage, site constraints, possible causes of damage and other factors that could impact design and construction of the project. One day of field visits have been assumed per site.

2.2 Geotechnical Engineering Services

Crawford and Associates, Inc. will provide geotechnical engineering services. Three geotechnical borings are anticipated for each site. A log of test borings will be prepared to catalog the soils recovered and document subsurface conditions. Geotechnical recommendations for feasible wall types and geotechnical design parameters will be determined and documented in a Geotechnical Report. Slope stability analysis will be prepared as needed to determine long term stability of the storm damage site after proposed improvements.

Task 2 Deliverables:

- Field Notes and Photo Log from Site Visit
- Geotechnical Report and Log of Test Borings.
- Preliminary Wall Layout and Conceptual Details

3 Final Design

Based on the preliminary results found in Task 2.0, the County will meet with Mark Thomas to discuss the direction and progress of the findings. The goal of this meeting will be to select the storm damage repairs to be implemented and the projects to move forward with.

3.1 65% PS&E

Mark Thomas will prepare a standalone PS&E package for each site. Retaining wall plans and details will be prepared based on initial design calculations. Technical Specifications for the project will be prepared for inclusion into the County Boilerplate. A draft construction cost estimate will be prepared for each site. After completion, the 65% PS&E package will be submitted to the County for review and comment.



3.2 Independent Check

An engineer separate from the project development team will prepare independent check calculations and review all details. Details will be highlighted when confirmed and marked in red when discrepancies are found or where changes or additions need to be made. The independent check engineer will meet with the designer to reconcile any differences and provide feedback on the design.

3.3 Final PS&E

All comments for the County and updates needed from the independent check will be incorporated into a final plan, specification and engineers estimate for bidding purposes.

Task 3 Deliverables:

- 65% Plans, Specifications and Estimate (11x17 Plans)(3 sets), Electronic Specifications and Estimates
- Design and Independent Check Calculations
- Final PS&E (Full Size and 11x17 Plans)(Unbound Specifications)(Estimate)(3 Sets)

4 Construction Support

4.1 Construction Support Services

Review submittals, respond to requests for information, prepare contract change orders and other construction support services as requested by the County. Due to the uncertain nature of construction, a budget of 24 hours is reserved for constructions support. Time will be charged on a time and materials basis.

4.2 Prepare As-Built Drawings

Field markups and contract change orders will be incorporated into As-Built plans. These plans will be submitted to the County for record keeping.

Task 4 Deliverables:

- As-Built Plans (1 set)



Assumptions

- Field topographic surveys will be prepared by the County
- Right of Way services will not be performed.
- Roadway drainage design, pavement design, staging plans, etc. will be prepared by the County



Attachment B – Cost Proposal (Exhibit 10-H)



MARK THOMAS

Humboldt On-Call: Task Orders

- Task Order #1 \$ 1,051,653
- Task Order #2 \$ 153,020
- Task Order #3 \$ 81,718
- Task Order #4 \$ 213,074

TOTAL FOR ON-CALL: \$1,499,465



State of California - Dept of Transportation
COST PROPOSAL
 (Note: mark-ups not allowed)

Exhibit 10-H Specific Rate of Compensation
 Consultant: Mark Thomas & Company, Inc.
 Date: December 6, 2017

	Fringe Benefit %		Overhead %		General Admin %	Combined %
NORMAL	77.79%	+	80.04%	=	0.00%	157.83%
OVERTIME	N/A	+	N/A	=	N/A	N/A

FEE%
 10.00%

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			
Sr. Principal	\$ 368.70	N/A	1/9/2018	1/8/2019		\$ 130.00	\$ 125.00 - \$ 135.00
	\$ 379.76	N/A	1/9/2019	1/8/2020	3.00%	\$ 133.90	\$ 128.75 - \$ 139.05
Principal	\$ 340.34	N/A	1/9/2018	1/8/2019		\$ 120.00	\$ 115.00 - \$ 125.00
	\$ 350.55	N/A	1/9/2019	1/8/2020	3.00%	\$ 123.60	\$ 118.45 - \$ 128.75
Siviglia, Zachary Sr. Engineering Manager	\$ 265.46	N/A	1/9/2018	1/8/2019		\$ 93.60	Not Applicable
Engineering Manager	\$ 273.43	N/A	1/9/2019	1/8/2020	3.00%	\$ 96.41	
Engineering Manager	\$ 246.74	N/A	1/9/2018	1/8/2019		\$ 87.00	\$ 82.00 - \$ 92.00
	\$ 254.15	N/A	1/9/2019	1/8/2020	3.00%	\$ 89.61	\$ 84.46 - \$ 94.76
Practice Area Leader	\$ 246.74	N/A	1/9/2018	1/8/2019		\$ 87.00	\$ 82.00 - \$ 92.00
	\$ 254.15	N/A	1/9/2019	1/8/2020	3.00%	\$ 89.61	\$ 84.46 - \$ 94.76
Sr. Project Manager	\$ 207.04	N/A	1/9/2018	1/8/2019		\$ 73.00	\$ 65.00 - \$ 82.00
	\$ 213.25	N/A	1/9/2019	1/8/2020	3.00%	\$ 75.19	\$ 66.95 - \$ 84.46
Sr. Technical Lead	\$ 207.04	N/A	1/9/2018	1/8/2019		\$ 73.00	\$ 65.00 - \$ 82.00
	\$ 213.25	N/A	1/9/2019	1/8/2020	3.00%	\$ 75.19	\$ 66.95 - \$ 84.46
Project Manager	\$ 173.00	N/A	1/9/2018	1/8/2019		\$ 61.00	\$ 55.00 - \$ 66.00
	\$ 178.19	N/A	1/9/2019	1/8/2020	3.00%	\$ 62.83	\$ 56.65 - \$ 67.98
Hickey, Jason Technical Lead	\$ 173.00	N/A	1/9/2018	1/8/2019		\$ 61.00	Not Applicable
Sr. Project Engineer	\$ 178.19	N/A	1/9/2019	1/8/2020	3.00%	\$ 62.83	
Sr. Project Engineer	\$ 144.64	N/A	1/9/2018	1/8/2019		\$ 51.00	\$ 47.00 - \$ 55.00
	\$ 148.98	N/A	1/9/2019	1/8/2020	3.00%	\$ 52.53	\$ 48.41 - \$ 56.65
Sr. Technical Engineer	\$ 144.64	N/A	1/9/2018	1/8/2019		\$ 51.00	\$ 47.00 - \$ 55.00
	\$ 148.98	N/A	1/9/2019	1/8/2020	3.00%	\$ 52.53	\$ 48.41 - \$ 56.65

State of California - Dept of Transportation
COST PROPOSAL
 (Note: mark-ups not allowed)

Exhibit 10-H Specific Rate of Compensation
 Consultant: Mark Thomas & Company, Inc.
 Date: December 6, 2017

	Fringe Benefit %		Overhead %			General Admin %	Combined %
NORMAL	77.79%	+	80.04%		=	0.00%	157.83%
OVERTIME	N/A	+	N/A		=	N/A	N/A

FEE%
 10.00%

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			
Project Engineer	\$ 124.79	N/A	1/9/2018	1/8/2019		\$ 44.00	\$ 42.00 - \$ 47.00
	\$ 128.53	N/A	1/9/2019	1/8/2020	3.00%	\$ 45.32	\$ 43.26 - \$ 48.41
Design Engineer II	\$ 110.61	N/A	1/9/2018	1/8/2019		\$ 39.00	\$ 37.00 - \$ 41.00
	\$ 113.93	N/A	1/9/2019	1/8/2020	3.00%	\$ 40.17	\$ 38.11 - \$ 42.23
Design Engineer I	\$ 90.76	N/A	1/9/2018	1/8/2019		\$ 32.00	\$ 27.00 - \$ 36.00
	\$ 93.48	N/A	1/9/2019	1/8/2020	3.00%	\$ 32.96	\$ 27.81 - \$ 37.08
Sr. Technician	\$ 104.94	N/A	1/9/2018	1/8/2019		\$ 37.00	\$ 32.00 - \$ 43.00
	\$ 108.08	N/A	1/9/2019	1/8/2020	3.00%	\$ 38.11	\$ 32.96 - \$ 44.29
Technician	\$ 76.58	N/A	1/9/2018	1/8/2019		\$ 27.00	\$ 22.00 - \$ 32.00
	\$ 78.87	N/A	1/9/2019	1/8/2020	3.00%	\$ 27.81	\$ 22.66 - \$ 32.96
Intern	\$ 51.05	N/A	1/9/2018	1/8/2019		\$ 18.00	\$ 15.00 - \$ 22.00
	\$ 52.58	N/A	1/9/2019	1/8/2020	3.00%	\$ 18.54	\$ 15.45 - \$ 22.66
Sr. Survey Manager	\$ 204.20	N/A	1/9/2018	1/8/2019		\$ 72.00	\$ 61.00 - \$ 75.00
	\$ 210.33	N/A	1/9/2019	1/8/2020	3.00%	\$ 74.16	\$ 62.83 - \$ 77.25
Survey Manager	\$ 184.35	N/A	1/9/2018	1/8/2019		\$ 65.00	\$ 55.00 - \$ 66.00
	\$ 189.88	N/A	1/9/2019	1/8/2020	3.00%	\$ 66.95	\$ 56.65 - \$ 67.98
Sr. Project Surveyor	\$ 164.50	N/A	1/9/2018	1/8/2019		\$ 58.00	\$ 50.00 - \$ 59.00
	\$ 169.43	N/A	1/9/2019	1/8/2020	3.00%	\$ 59.74	\$ 51.50 - \$ 60.77
Project Surveyor	\$ 144.64	N/A	1/9/2018	1/8/2019		\$ 51.00	\$ 45.00 - \$ 52.00
	\$ 148.98	N/A	1/9/2019	1/8/2020	3.00%	\$ 52.53	\$ 46.35 - \$ 53.56
Sr. Surveyor	\$ 124.79	N/A	1/9/2018	1/8/2019		\$ 44.00	\$ 37.00 - \$ 45.00
	\$ 128.53	N/A	1/9/2019	1/8/2020	3.00%	\$ 45.32	\$ 38.11 - \$ 46.35
Surveyor	\$ 110.61	N/A	1/9/2018	1/8/2019		\$ 39.00	\$ 32.00 - \$ 40.00
	\$ 113.93	N/A	1/9/2019	1/8/2020	3.00%	\$ 40.17	\$ 32.96 - \$ 41.20

State of California - Dept of Transportation
COST PROPOSAL
 (Note: mark-ups not allowed)

Exhibit 10-H Specific Rate of Compensation
 Consultant: Mark Thomas & Company, Inc.
 Date: December 6, 2017

	Fringe Benefit %		Overhead %			General Admin %	Combined %
NORMAL	77.79%	+	80.04%		=	0.00%	157.83%
OVERTIME	N/A	+	N/A		=	N/A	N/A

FEE%
 10.00%

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			
Lead Survey Technician	\$ 136.13	N/A	1/9/2018	1/8/2019		\$ 48.00	\$ 42.00 - \$ 49.00
	\$ 140.22	N/A	1/9/2019	1/8/2020	3.00%	\$ 49.44	\$ 43.26 - \$ 50.47
Sr. Survey Technician	\$ 110.61	N/A	1/9/2018	1/8/2019		\$ 39.00	\$ 31.00 - \$ 42.00
	\$ 113.93	N/A	1/9/2019	1/8/2020	3.00%	\$ 40.17	\$ 31.93 - \$ 43.26
Survey Technlcian	\$ 90.76	N/A	1/9/2018	1/8/2019		\$ 32.00	\$ 21.00 - \$ 33.00
	\$ 93.48	N/A	1/9/2019	1/8/2020	3.00%	\$ 32.96	\$ 21.63 - \$ 33.99
Survey Intern	\$ 59.56	N/A	1/9/2018	1/8/2019		\$ 21.00	\$ 15.00 - \$ 21.00
	\$ 61.35	N/A	1/9/2019	1/8/2020	3.00%	\$ 21.63	\$ 15.45 - \$ 21.63
Single Chief (Certified 5)*	\$ 116.82	\$ 175.23	1/9/2018	1/8/2019		\$ 41.19	N/A
	\$ 120.32	\$ 180.49	1/9/2019	1/8/2020	3.00%	\$ 42.43	
Single Chief (Certified 3-4)*	\$ 116.00	\$ 174.00	1/9/2018	1/8/2019		\$ 40.90	N/A
	\$ 119.48	\$ 179.22	1/9/2019	1/8/2020	3.00%	\$ 42.13	
Single Chief (Certified 1-2)*	\$ 115.15	\$ 172.72	1/9/2018	1/8/2019		\$ 40.60	N/A
	\$ 118.60	\$ 177.90	1/9/2019	1/8/2020	3.00%	\$ 41.82	
Single Chief*	\$ 113.87	\$ 170.81	1/9/2018	1/8/2019		\$ 40.15	N/A
	\$ 117.29	\$ 175.93	1/9/2019	1/8/2020	3.00%	\$ 41.35	
Single Chainman*	\$ 96.94	\$ 145.41	1/9/2018	1/8/2019		\$ 34.18	N/A
	\$ 99.85	\$ 149.77	1/9/2019	1/8/2020	3.00%	\$ 35.21	
Apprentice (2nd Period)*	\$ 67.87	\$ 101.80	1/9/2018	1/8/2019		\$ 23.93	N/A
	\$ 69.90	\$ 104.86	1/9/2019	1/8/2020	3.00%	\$ 24.65	
Apprentice (1st Period)*	\$ 48.47	\$ 72.70	1/9/2018	1/8/2019		\$ 17.09	N/A
	\$ 49.92	\$ 74.89	1/9/2019	1/8/2020	3.00%	\$ 17.60	
Sr. LAUD Division Manager	\$ 218.38	N/A	1/9/2018	1/8/2019		\$ 77.00	\$ 72.00 - \$ 81.00
	\$ 224.93	N/A	1/9/2019	1/8/2020	3.00%	\$ 79.31	\$ 74.16 - \$ 83.43

State of California - Dept of Transportation
COST PROPOSAL
 (Note: mark-ups not allowed)

Exhibit 10-H Specific Rate of Compensation
 Consultant: Mark Thomas & Company, Inc.
 Date: December 6, 2017

	Fringe Benefit %		Overhead %		=	General Admin %	Combined %
NORMAL	77.79%	+	80.04%		=	0.00%	157.83%
OVERTIME	N/A	+	N/A		=	N/A	N/A

FEE%
 10.00%

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			
LAUD Division Manager	\$ 184.35	N/A	1/9/2018	1/8/2019		\$ 65.00	\$ 58.00 - \$ 72.00
	\$ 189.88	N/A	1/9/2019	1/8/2020	3.00%	\$ 66.95	\$ 59.74 - \$ 74.16
Sr. LAUD Project Manager	\$ 161.66	N/A	1/9/2018	1/8/2019		\$ 57.00	\$ 56.00 - \$ 58.00
	\$ 166.51	N/A	1/9/2019	1/8/2020	3.00%	\$ 58.71	\$ 57.68 - \$ 59.74
LAUD Project Manager	\$ 147.48	N/A	1/9/2018	1/8/2019		\$ 52.00	\$ 48.00 - \$ 56.00
	\$ 151.90	N/A	1/9/2019	1/8/2020	3.00%	\$ 53.56	\$ 49.44 - \$ 57.68
Sr. Project Landscape Architect	\$ 110.61	N/A	1/9/2018	1/8/2019		\$ 39.00	\$ 36.00 - \$ 42.00
	\$ 113.93	N/A	1/9/2019	1/8/2020	3.00%	\$ 40.17	\$ 37.08 - \$ 43.26
Project Landscape Architect	\$ 96.43	N/A	1/9/2018	1/8/2019		\$ 34.00	\$ 32.00 - \$ 36.00
	\$ 99.32	N/A	1/9/2019	1/8/2020	3.00%	\$ 35.02	\$ 32.96 - \$ 37.08
Landscape Designer	\$ 73.74	N/A	1/9/2018	1/8/2019		\$ 26.00	\$ 21.00 - \$ 32.00
	\$ 75.95	N/A	1/9/2019	1/8/2020	3.00%	\$ 26.78	\$ 21.63 - \$ 32.96
Landscape Intern	\$ 51.05	N/A	1/9/2018	1/8/2019		\$ 18.00	\$ 15.00 - \$ 22.00
	\$ 52.58	N/A	1/9/2019	1/8/2020	3.00%	\$ 18.54	\$ 15.45 - \$ 22.66
Sr. Inspector	\$ 107.77	N/A	1/9/2018	1/8/2019		\$ 38.00	\$ 33.00 - \$ 43.00
	\$ 111.01	N/A	1/9/2019	1/8/2020	3.00%	\$ 39.14	\$ 33.99 - \$ 44.29
Inspector	\$ 79.41	N/A	1/9/2018	1/8/2019		\$ 28.00	\$ 22.00 - \$ 33.00
	\$ 81.79	N/A	1/9/2019	1/8/2020	3.00%	\$ 28.84	\$ 22.66 - \$ 33.99
Sr. Project Accountant	\$ 110.61	N/A	1/9/2018	1/8/2019		\$ 39.00	\$ 36.00 - \$ 43.00
	\$ 113.93	N/A	1/9/2019	1/8/2020	3.00%	\$ 40.17	\$ 37.08 - \$ 44.29
Project Accountant	\$ 90.76	N/A	1/9/2018	1/8/2019		\$ 32.00	\$ 28.00 - \$ 35.00
	\$ 93.48	N/A	1/9/2019	1/8/2020	3.00%	\$ 32.96	\$ 28.84 - \$ 36.05
Sr. Project Coordinator	\$ 107.77	N/A	1/9/2018	1/8/2019		\$ 38.00	\$ 36.00 - \$ 40.00
	\$ 111.01	N/A	1/9/2019	1/8/2020	3.00%	\$ 39.14	\$ 37.08 - \$ 41.20

State of California - Dept of Transportation
COST PROPOSAL
 (Note: mark-ups not allowed)

Exhibit 10-H Specific Rate of Compensation
 Consultant: Mark Thomas & Company, Inc.
 Date: December 6, 2017

	Fringe Benefit %		Overhead %			General Admin %	Combined %
NORMAL	77.79%	+	80.04%		=	0.00%	157.83%
OVERTIME	N/A	+	N/A		=	N/A	N/A

FEE%
10.00%

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			
Project Coordinator	\$ 85.08	N/A	1/9/2018	1/8/2019		\$ 30.00	\$ 25.00 - \$ 36.00
	\$ 87.64	N/A	1/9/2019	1/8/2020	3.00%	\$ 30.90	\$ 25.75 - \$ 37.08
Sr. Project Assistant	\$ 82.25	N/A	1/9/2018	1/8/2019		\$ 29.00	\$ 27.00 - \$ 30.00
	\$ 84.72	N/A	1/9/2019	1/8/2020	3.00%	\$ 29.87	\$ 27.81 - \$ 30.90
Project Assistant	\$ 56.72	N/A	1/9/2018	1/8/2019		\$ 20.00	\$ 14.00 - \$ 27.00
	\$ 58.42	N/A	1/9/2019	1/8/2020	3.00%	\$ 20.60	\$ 14.42 - \$ 27.81
Sr. Technical Writer	\$ 93.59	N/A	1/9/2018	1/8/2019		\$ 33.00	\$ 26.00 - \$ 40.00
	\$ 96.40	N/A	1/9/2019	1/8/2020	3.00%	\$ 33.99	\$ 26.78 - \$ 41.20
Technical Writer	\$ 56.72	N/A	1/9/2018	1/8/2019		\$ 20.00	\$ 15.00 - \$ 26.00
	\$ 58.42	N/A	1/9/2019	1/8/2020	3.00%	\$ 20.60	\$ 15.45 - \$ 26.78
Sr. Graphic Designer	\$ 102.10	N/A	1/9/2018	1/8/2019		\$ 36.00	\$ 31.00 - \$ 40.00
	\$ 105.16	N/A	1/9/2019	1/8/2020	3.00%	\$ 37.08	\$ 31.93 - \$ 41.20
Graphic Designer	\$ 70.90	N/A	1/9/2018	1/8/2019		\$ 25.00	\$ 20.00 - \$ 31.00
	\$ 73.03	N/A	1/9/2019	1/8/2020	3.00%	\$ 25.75	\$ 20.60 - \$ 31.93

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

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

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Crawford & Associates, Inc Contract No. _____ Date 12/8/17

Fringe Benefit 42% + Overhead 135% + General Administration 20% = Combined Indirect **197%**
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**


Name/Job Title/Classification ¹	Hourly Billing Rates ² Straight	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
		From	To			
R. Sowers	\$212.36	1/9/18	1/8/19	\$65.00		Not Applicable
Principal	\$218.73	1/9/19	1/8/20	\$66.95	3%	
E. Nichols	\$169.85	1/9/18	1/8/19	\$51.99		Not Applicable
Senior Project Manager	\$174.95	1/9/19	1/8/20	\$53.55	3%	
B. Crawford	\$196.31	1/9/18	1/8/19	\$60.09		Not Applicable
Principal	\$202.20	1/9/19	1/8/20	\$61.89	3%	
Senior Engineer/Geologist	\$143.00	1/9/18	1/8/19	\$43.77		\$40.00-\$45.67
	\$147.29	1/9/19	1/8/20	\$45.08	3%	
Project Engineer II/Geologist	\$137.21	1/9/18	1/8/19	\$42.00		\$30.00-\$60.00
	\$141.33	1/9/19	1/8/20	\$43.26	3%	
Project Engineer/Geologist	\$106.80	1/9/18	1/8/19	\$32.69		\$31.73-\$33.65
	\$110.00	1/9/19	1/8/20	\$33.67	3%	
Staff Engineer	\$84.94	1/9/18	1/8/19	\$26.00		\$23.00-\$29.81
	\$87.49	1/9/19	1/8/20	\$26.78	3%	
Drafting	\$76.77	1/9/18	1/8/19	\$23.50		\$23.00-\$29.81
	\$79.08	1/9/19	1/8/20	\$24.21	3%	
Admin	\$75.86	1/9/18	1/8/19	\$23.22		\$17.00-\$36.05
	\$78.14	1/9/19	1/8/20	\$23.92	3%	
S. Carter	\$147.83	1/9/18	1/8/19	\$45.25		Not Applicable
Senior Project Manager - Env	\$152.27	1/9/19	1/8/20	\$46.61	3%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

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

COST PROPOSAL FOR PROJECT SCOPE: Humboldt-ADA Ramp Improvement Project

	Mark Thomas											Total Hours	Total MT Cost	TOTAL COST			
	Sr. Engineering Manager	Project Manager	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Survey Manager	Surveyor	Apprentice	2 Person Field Crew	Project Coordinator						
	\$288	\$172	\$125	\$111	\$90	\$106	\$164	\$97	\$69	\$234	\$86						
1.0 PROJECT MANAGEMENT																	
1.1 Project Development Team (PDT) Meetings	80												80	\$23,028	\$23,028		
1.2 Client / Agency Coordination	48											48	\$17,968	\$17,968			
1.3 Monthly Progress Reports	24		24									112	\$19,607	\$19,607			
1.4 Project Schedule	8		16									24	\$4,311	\$4,311			
1.5 Quality Assurance / Quality Control		60										60	\$10,295	\$10,295			
Subtotal Phase 1	160	60	40	0	0	0	0	0	0	0	0	160	420	\$75,209	\$75,209		
2.0 SURVEYS/MAPPING/FIELD REVIEW																	
2.1 Data Gathering / Technical Memo Review		8	24	24	24				24				104	\$11,530	\$11,530		
2.2 Data Management		8					4	80					92	\$9,800	\$9,800		
2.3 Field Review			440	220	220								880	\$99,351	\$99,351		
2.4 Supplemental Topography							60	200	40	200			500	\$78,886	\$78,886		
2.5 Control Surveys / Levels							40		20	100			160	\$31,375	\$31,375		
2.6 R/W Retracement Surveys							60	260					320	\$35,121	\$35,121		
2.7 Permission to Enter & Construct Letters	8		24		24			8					64	\$8,252	\$8,252		
Subtotal Phase 2	8	16	488	244	268	0	164	572	60	300	0	2120	\$274,316	\$274,316			
3.0 UTILITY COORDINATION																	
3.1 Utility Coordination		8	44	150	80								282	\$30,686	\$30,686		
Subtotal Phase 3	0	8	44	150	80	0	0	0	0	0	0	282	\$30,686	\$30,686			
4.0 FINAL DESIGN - PLANS, SPECIFICATIONS & ESTIMATE (PS&E)																	
4.1 60% Plans		20	940	720	1000	200							2880	\$312,317	\$312,317		
4.2 90% Plans		20	430	330	460	120							1360	\$148,062	\$148,062		
4.3 100% Plans	6	16	156	140	200	72							590	\$65,194	\$65,194		
4.4 Special Provisions	6	34	120										160	\$22,619	\$22,619		
4.5 Estimates	6	16	48	120	120								310	\$34,571	\$34,571		
Subtotal Phase 4	18	106	1694	1310	1780	392	0	0	0	0	0	5300	\$582,764	\$582,764			
5.0 BIDDING SUPPORT																	
5.1 Bidding Assistance	24		60										84	\$14,438	\$14,438		
Subtotal Phase 5	24	0	60	0	0	0	0	0	0	0	0	84	\$14,438	\$14,438			
TOTAL HOURS	210	190	2326	1704	2128	392	164	572	60	300	160	8206					
Anticipated Salary Increases														\$35,440	\$35,440		
OTHER DIRECT COSTS														\$38,800	\$38,800		
TOTAL COST	\$60,449	\$32,601	\$291,877	\$188,454	\$191,590	\$41,686	\$26,975	\$55,555	\$4,160	\$70,228	\$13,838		\$1,051,653	\$1,051,653			

COST PROPOSAL

CLIENT Humboldt County
PROJECT ADA Ramp Improvement
CONSULTANT Mark Thomas

Date 9-Nov-17

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Sr. Principal		\$125 - \$135	0.0	@ \$ 130	\$ -
Principal		\$115 - \$125	0.0	@ \$ 120	\$ -
Sr. Engineering Manager		\$92 - \$111	210.0	@ \$ 101	\$ 21,313.95
Engineering Manager		\$82 - \$92	0.0	@ \$ 87	\$ -
Practice Area Leader		\$82 - \$92	0.0	@ \$ 87	\$ -
Sr. Project Manager		\$65 - \$82	0.0	@ \$ 73	\$ -
Sr. Technical Lead		\$65 - \$82	0.0	@ \$ 73	\$ -
Project Manager		\$55 - \$66	190.0	@ \$ 61	\$ 11,495.00
Technical Lead		\$55 - \$66	0.0	@ \$ 61	\$ -
Sr. Project Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Sr. Technical Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Project Engineer		\$42 - \$47	2326.0	@ \$ 44	\$ 102,913.87
Design Engineer II		\$37 - \$41	1704.0	@ \$ 39	\$ 66,447.48
Design Engineer I		\$27 - \$36	2128.0	@ \$ 32	\$ 67,553.36
Sr. Technician		\$32 - \$43	392.0	@ \$ 37	\$ 14,698.04
Technician		\$22 - \$32	0.0	@ \$ 27	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Survey Manager		\$61 - \$75	0.0	@ \$ 68	\$ -
Survey Manager		\$55 - \$61	164.0	@ \$ 58	\$ 9,511.18
Sr. Project Surveyor		\$50 - \$55	0.0	@ \$ 52	\$ -
Project Surveyor		\$45 - \$50	0.0	@ \$ 47	\$ -
Sr. Surveyor		\$37 - \$45	0.0	@ \$ 41	\$ -
Surveyor		\$32 - \$36	572.0	@ \$ 34	\$ 19,588.14
Lead Survey Technician		\$42 - \$46	0.0	@ \$ 44	\$ -
Sr. Survey Technician		\$31 - \$42	0.0	@ \$ 36	\$ -
Survey Technician		\$21 - \$31	0.0	@ \$ 28	\$ -
Survey Intern		\$15 - \$21	0.0	@ \$ 18	\$ -
Single Chief		\$39 - \$44	0.0	@ \$ 41	\$ -
Single Chainman		\$33 - \$40	0.0	@ \$ 36	\$ -
Apprentice		\$16 - \$33	60.0	@ \$ 24	\$ 1,466.70
1 Person Field Crew		\$39 - \$44	0.0	@ \$ 41	\$ -
2 Person Field Crew		\$78 - \$88	300.0	@ \$ 83	\$ 24,762.00
3 Person Field Crew		\$110 - \$127	0.0	@ \$ 119	\$ -
Sr. LAUD Division Manager		\$72 - \$81	0.0	@ \$ 76	\$ -
LAUD Division Manager		\$58 - \$72	0.0	@ \$ 65	\$ -
Sr. LAUD Project Manager		\$56 - \$58	0.0	@ \$ 57	\$ -
LAUD Project Manager		\$48 - \$56	0.0	@ \$ 52	\$ -
Sr. Project Landscape Architect		\$36 - \$42	0.0	@ \$ 39	\$ -
Project Landscape Architect		\$32 - \$36	0.0	@ \$ 34	\$ -
Landscape Designer		\$21 - \$32	0.0	@ \$ 26	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Inspector		\$33 - \$43	0.0	@ \$ 38	\$ -
Inspector		\$22 - \$33	0.0	@ \$ 27	\$ -
Expert Witness		\$138	0.0	@ \$ 138	\$ -
Strategic Consulting		\$138	0.0	@ \$ 138	\$ -
Sr. Project Accountant		\$36 - \$43	0.0	@ \$ 39	\$ -
Project Accountant		\$28 - \$35	0.0	@ \$ 32	\$ -
Sr. Project Coordinator		\$36 - \$40	0.0	@ \$ 38	\$ -

Project Coordinator	\$25 - \$36	160.0	@ \$ 30	\$ 4,879.20
Sr. Project Assistant	\$27 - \$30	0.0	@ \$ 28	\$ -
Project Assistant	\$14 - \$27	0.0	@ \$ 20	\$ -
Sr. Technical Writer	\$26 - \$40	0.0	@ \$ 33	\$ -
Technical Writer	\$15 - \$26	0.0	@ \$ 20	\$ -
Sr. Graphic Designer	\$31 - \$40	0.0	@ \$ 35	\$ -
Graphic Designer	\$20 - \$31	0.0	@ \$ 25	\$ -

Subtotal Direct Labor Costs \$ 344,628.92
Anticipated Salary Increases \$ 12,496.00

Total Direct Labor Costs \$ 357,124.92

FRINGE BENEFITS

Fringe Benefits

Rate Total
77.79% \$ 277,807.48

Total Fringe Benefits \$ 277,807.48

INDIRECT COSTS

Overhead/General and Administrative

80.04% \$ 285,842.79

Total Indirect Costs \$ 285,842.79

FEE @ 10%

\$ 92,077.52

OTHER COSTS


	UNIT (\$)	UNIT COST	TOTAL
Mileage	18,584	\$0.54	\$ 9,942.44
Meals & Lodging (designer)	100	\$175.00	\$ 17,500.00
Meals & Lodging (surveyor)	56	\$175.00	\$ 9,800.00
Copies	450	\$0.05	\$ 22.50
Reproductions - full size GIS Map	40	\$5.00	\$ 200.00
Reproductions - half size	300	\$0.35	\$ 105.00
Regular Mail	50	\$1.00	\$ 50.00
Misc. Costs	2	\$500.00	\$ 1,000.00
Overnight Mail/Mail	12	\$15.00	\$ 180.00

Total Other Costs \$ 38,799.94

TOTAL COSTS

\$ 1,051,652.64

COST PROPOSAL FOR PROJECT SCOPE: Humboldt-Redwood Drive Complete Street Project

	Mark Thomas								Subconsultants		TOTAL COST	
	Sr. Engineering Mgr	Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Project Coordinator	Total Hours	Total MT Cost	Crawford & Associates		
	\$288	\$172	\$145	\$111	\$90	\$106	\$86			Non-DBE		
1.0 PROJECT MANAGEMENT												
1.1 Project Meetings	30		26					56	\$12,396	-	\$12,396	
1.2 Project Management	30						24	54	\$10,711	-	\$10,711	
1.3 Quality Control & Quality Assurance		24						24	\$4,118	-	\$4,118	
Subtotal Phase 1	60	24	26	0	0	0	24	134	\$27,226	\$0	\$27,226	
2.0 PRELIMINARY ENGINEERING												
2.1 Project Surveying, Mapping and Control			4	16				20	\$2,348	-	\$2,348	
2.2 Utility Coordination			4	8	32			44	\$4,344	-	\$4,344	
2.3 Geotechnical Design Report		2	2					4	\$632	11,493	\$12,125	
2.4 Existing Conditions, Issues and Opportunities Memorandum		6	16	40	24			86	\$9,928	-	\$9,928	
2.5 Develop Conceptual Alternatives	4	8	24	60	40			136	\$16,233	-	\$16,233	
2.6 Permit Engineering Evaluation Report (PEER)	4	4	8	40	12			68	\$8,499	-	\$8,499	
2.7 Prepare 30% Plans and Estimate	4	10	40	140	100	80		374	\$41,647	-	\$41,647	
Subtotal Phase 2	12	30	98	304	208	80	0	732	\$83,632	\$11,493	\$95,124	
3.0 ENVIRONMENTAL DOCUMENT PREPARATION												
3.1 Environmental Support	2	4	8	40				54	\$6,843	-	\$6,843	
Subtotal Phase 3	2	4	8	40	0	0	0	54	\$6,843	\$0	\$6,843	
4.0 PUBLIC OUTREACH												
4.1 Public Workshops	8	8	12	40	32			100	\$12,716	-	\$12,716	
Subtotal Phase 4	8	8	12	40	32	0	0	100	\$12,716	\$0	\$12,716	
TOTAL HOURS	82	66	144	384	240	80	24	1020				
OTHER DIRECT COSTS									\$11,111	\$0	\$11,111	
TOTAL COST	\$23,604	\$11,325	\$20,829	\$42,468	\$21,608	\$8,507	\$2,076		\$141,527	\$11,493	\$153,020	

Note: no mark-ups allowed

COST PROPOSAL

CLIENT Humboldt County
PROJECT Redwood Drive Complete Street Project
CONSULTANT Mark Thomas

Date 29-Nov-17

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Sr. Principal		\$125 - \$135	0.0	@ \$ 130	\$ -
Principal		\$115 - \$125	0.0	@ \$ 120	\$ -
Sr. Engineering Manager		\$92 - \$111	82.0	@ \$ 101	\$ 8,322.59
Engineering Manager		\$82 - \$92	0.0	@ \$ 87	\$ -
Practice Area Leader		\$82 - \$92	0.0	@ \$ 87	\$ -
Sr. Project Manager		\$65 - \$82	0.0	@ \$ 73	\$ -
Sr. Technical Lead		\$65 - \$82	0.0	@ \$ 73	\$ -
Project Manager		\$55 - \$66	66.0	@ \$ 61	\$ 3,993.00
Technical Lead		\$55 - \$66	0.0	@ \$ 61	\$ -
Sr. Project Engineer		\$47 - \$55	144.0	@ \$ 51	\$ 7,344.00
Sr. Technical Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Project Engineer		\$42 - \$47	0.0	@ \$ 44	\$ -
Design Engineer II		\$37 - \$41	384.0	@ \$ 39	\$ 14,974.08
Design Engineer I		\$27 - \$36	240.0	@ \$ 32	\$ 7,618.80
Sr. Technician		\$32 - \$43	80.0	@ \$ 37	\$ 2,999.60
Technician		\$22 - \$32	0.0	@ \$ 27	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Survey Manager		\$61 - \$75	0.0	@ \$ 68	\$ -
Survey Manager		\$55 - \$61	0.0	@ \$ 58	\$ -
Sr. Project Surveyor		\$50 - \$55	0.0	@ \$ 52	\$ -
Project Surveyor		\$45 - \$50	0.0	@ \$ 47	\$ -
Sr. Surveyor		\$37 - \$45	0.0	@ \$ 41	\$ -
Surveyor		\$32 - \$36	0.0	@ \$ 34	\$ -
Lead Survey Technician		\$42 - \$46	0.0	@ \$ 44	\$ -
Sr. Survey Technician		\$31 - \$42	0.0	@ \$ 36	\$ -
Survey Technician		\$21 - \$31	0.0	@ \$ 28	\$ -
Survey Intern		\$15 - \$21	0.0	@ \$ 18	\$ -
Single Chief		\$39 - \$44	0.0	@ \$ 41	\$ -
Single Chainman		\$33 - \$40	0.0	@ \$ 36	\$ -
Apprentice		\$16 - \$33	0.0	@ \$ 24	\$ -
1 Person Field Crew		\$39 - \$44	0.0	@ \$ 41	\$ -
2 Person Field Crew		\$78 - \$88	0.0	@ \$ 83	\$ -
3 Person Field Crew		\$110 - \$127	0.0	@ \$ 119	\$ -
Sr. LAUD Division Manager		\$72 - \$81	0.0	@ \$ 76	\$ -
LAUD Division Manager		\$58 - \$72	0.0	@ \$ 65	\$ -
Sr. LAUD Project Manager		\$56 - \$58	0.0	@ \$ 57	\$ -
LAUD Project Manager		\$48 - \$56	0.0	@ \$ 52	\$ -
Sr. Project Landscape Architect		\$36 - \$42	0.0	@ \$ 39	\$ -
Project Landscape Architect		\$32 - \$36	0.0	@ \$ 34	\$ -
Landscape Designer		\$21 - \$32	0.0	@ \$ 26	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Inspector		\$33 - \$43	0.0	@ \$ 38	\$ -
Inspector		\$22 - \$33	0.0	@ \$ 27	\$ -
Expert Witness		\$138	0.0	@ \$ 138	\$ -
Strategic Consulting		\$138	0.0	@ \$ 138	\$ -
Sr. Project Accountant		\$36 - \$43	0.0	@ \$ 39	\$ -
Project Accountant		\$28 - \$35	0.0	@ \$ 32	\$ -
Sr. Project Coordinator		\$36 - \$40	0.0	@ \$ 38	\$ -
Project Coordinator		\$25 - \$36	24.0	@ \$ 30	\$ 731.88
Sr. Project Assistant		\$27 - \$30	0.0	@ \$ 28	\$ -

Project Assistant	<u>\$14 - \$27</u>	<u>0.0</u>	@ \$	<u>20</u>	\$	<u>-</u>
Sr. Technical Writer	<u>\$26 - \$40</u>	<u>0.0</u>	@ \$	<u>33</u>	\$	<u>-</u>
Technical Writer	<u>\$15 - \$26</u>	<u>0.0</u>	@ \$	<u>20</u>	\$	<u>-</u>
Sr. Graphic Designer	<u>\$31 - \$40</u>	<u>0.0</u>	@ \$	<u>35</u>	\$	<u>-</u>
Graphic Designer	<u>\$20 - \$31</u>	<u>0.0</u>	@ \$	<u>25</u>	\$	<u>-</u>

Subtotal Direct Labor Costs \$ 45,983.95
Anticipated Salary Increases

Total Direct Labor Costs \$ 45,983.95

FRINGE BENEFITS
Fringe Benefits

Rate Total
77.79% \$ 35,770.91

Total Fringe Benefits \$ 35,770.91

INDIRECT COSTS
Overhead/General and Administrative

80.04% \$ 36,805.55

Total Indirect Costs \$ 36,805.55

FEE @ 10%

\$ 11,856.04

OTHER COSTS

	<u>UNIT (\$)</u>	<u>UNIT COST</u>
Mileage	<u>600.0</u>	<u>\$0.535</u>
Overnight Mail/Mail	<u>18.0</u>	<u>\$15.00</u>
Parking Study	<u>1.0</u>	<u>\$10,000.00</u>
Per Diem	<u>2.0</u>	<u>\$260.00</u>

TOTAL
\$ 321.00
\$ 270.00
\$ 10,000.00
\$ 520.00

Total Other Costs \$ 11,111.00

Mark Thomas Total Costs

\$ 141,527.46

SUBCONSULTANT 10-H TOTAL COSTS

Crawford & Associates

\$ 11,492.52

Subconsultants Total Costs

\$ 11,492.52

TOTAL COSTS

\$ 153,019.98

November 29, 2017

Preliminary Pavement Recommendations
Redwood Drive Complete Streets
Humboldt County, California

Based on our conversations with the design team and review of the project study report, we understand that Humboldt County is planning to improve the traffic, bike, and pedestrian access along Redwood Drive in downtown Garberville, California. Based on our review of the budget and proposed project we provide the following scope of services to perform a visual inspection of the existing pavement condition and limited pavement coring to provide preliminary pavement rehabilitation options. Our report will address rehabilitation options such as mill and overlay, dig out and repair locations, and use of seal coats.

The above approach is likely appropriate given the available budget for the project, however the limited cores proposed will not reflect the changes in the existing pavement section and therefore limit our ability to provide in-place recycling options and accurately determine the design life of the rehabilitation options provided. If desired, we can update this scope and attached cost to perform additional pavement coring to better define the changes in the existing pavement sections and therefore provide more accurate analysis.

To provide preliminary pavement recommendations CAInc will perform the following scope of services.

Task 1: Coordination and Preliminary Review

CAInc will meet with the design team to discuss preliminary design plans, project design needs, issues and schedules. We will perform a visual inspection of the existing pavement by walking the site. We will obtain a County encroachment permit. We will coordinate our fieldwork locations with the County, Garberville, and the design team.

Task 2: Limited Pavement Coring and Sampling

To measure the existing structural pavement sections (HMA and AB), CAInc will perform four to five pavement cores along Redwood Drive.

To collect samples of the underlying aggregate base and subgrade soil for R-value and pavement analysis CAInc will hand auger to depths ranging from one to three feet below existing grade within each roadway. An Engineer/Geologist will direct the coring and sampling. The cores will be backfilled with quick setting concrete.

Task 3: R-value Testing

We propose to perform an R-value test on a representative soil sample obtained from the core.

Task 4: Pavement Design Memo

CAInc will prepare a Pavement Design Memo include:

- Project description;

- Pavement and subsurface conditions including existing pavement section (HMA and AB) and current traffic index;
- New structural pavement sections including traditional asphalt and aggregate base and deep lift asphalt;
- Rehabilitation recommendations (depending on existing section and design constraints) for mill and overlay, dig out locations, and seal coats;
- Risk Management and Limitations;
- Vicinity map;
- Site plan with pavement core locations, and pavement condition notes including dig out locations;
- R-value result.

We will submit a draft Pavement Design Report for review and comment prior to the final submittal.

DELIVERABLES

- Draft Pavement Design Report
- Final Pavement Design Report


ASSUMPTIONS

- The County will waive the encroachment permit fee.
- Traffic control will consist of lane shifts and/or parking closures without flagmen.
- Pavement cores will be backfilled with concrete.
- Traffic index values for the various roadways will be provided by the County.

SCHEDULE

Crawford & Associates, Inc. will initiate our pavement engineering services after receiving a signed agreement and notice-to-proceed. We will schedule and perform our fieldwork within three weeks of receiving a signed agreement provided with have received the required permits. Laboratory testing (R-value) for this project will take approximately two to three weeks to complete. We will submit our report within six to eight weeks of completing our fieldwork. We will complete and submit the initial site assessment within five weeks of our notice-to-proceed.

COST PROPOSAL FOR PROJECT SCOPE: Humboldt-Systemic Safety Analysis Report Program

	Mark Thomas							Total MT Cost	TOTAL COST
	Sr. Engineering Mgr	Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Project Coordinator	Total Hours		
	\$288	\$172	\$145	\$111	\$90	\$86			
1.0 PROJECT MANAGEMENT									
1.1 Project Meetings	16		16				32	\$6,920	\$6,920
1.2 Project Management	16					24	40	\$6,681	\$6,681
1.3 Quality Control & Quality Assurance		18					18	\$3,089	\$3,089
Subtotal Phase 1	32	18	16	0	0	24	90	\$16,690	\$16,690
2.0 PRELIMINARY ENGINEERING									
2.1 Data Gathering & Field Visits			40	32	18		90	\$10,945	\$10,945
2.2 Collision Analysis Diagrams			10	22	42		74	\$7,661	\$7,661
2.3 Project Analysis & Network Safety			18		4		22	\$2,964	\$2,964
2.4 Develop Countermeasures			6	6			12	\$1,531	\$1,531
2.5 Preliminary Estimates			6	12	22		40	\$4,176	\$4,176
2.6 Preliminary B/C Ratios			6	18			24	\$2,859	\$2,859
Subtotal Phase 2	0	0	86	90	86	0	262	\$30,136	\$30,136
3.0 DATA REFINEMENT									
3.1 Refine Collision Analysis			6	10	18		34	\$3,594	\$3,594
3.2 Develop Project Improvement Schematics			22	32	62		116	\$12,303	\$12,303
3.3 Refine Estimates			4	6	10		20	\$2,142	\$2,142
3.4 Refine B/C Ratios			4	6			10	\$1,242	\$1,242
Subtotal Phase 3	0	0	36	54	90	0	180	\$19,282	\$19,282
4.0 DRAFT & FINAL SSAR PROGRAM REPORT									
4.1 Prepare Draft SSAR	2	4	42	10	10		68	\$9,343	\$9,343
4.2 Prepare Final SSAR	2	2	18	6	6		34	\$4,726	\$4,726
Subtotal Phase 4	4	6	60	16	16	0	102	\$14,070	\$14,070
TOTAL HOURS	36	24	198	160	192	24	634		
OTHER DIRECT COSTS								\$1,541	\$1,541
TOTAL COST	\$10,363	\$4,118	\$28,639	\$17,695	\$17,286	\$2,076		\$81,718	\$81,718

Note: no mark-ups allowed

COST PROPOSAL

CLIENT Humboldt County
PROJECT Systemic Safety Analysis Report Program.
CONSULTANT Mark Thomas

Date 29-Nov-17

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Sr. Principal		\$125 - \$135	0.0	@ \$ 130	\$ -
Principal		\$115 - \$125	0.0	@ \$ 120	\$ -
Sr. Engineering Manager		\$92 - \$111	36.0	@ \$ 101	\$ 3,653.82
Engineering Manager		\$82 - \$92	0.0	@ \$ 87	\$ -
Practice Area Leader		\$82 - \$92	0.0	@ \$ 87	\$ -
Sr. Project Manager		\$65 - \$82	0.0	@ \$ 73	\$ -
Sr. Technical Lead		\$65 - \$82	0.0	@ \$ 73	\$ -
Project Manager		\$55 - \$66	24.0	@ \$ 61	\$ 1,452.00
Technical Lead		\$55 - \$66	0.0	@ \$ 61	\$ -
Sr. Project Engineer		\$47 - \$55	198.0	@ \$ 51	\$ 10,098.00
Sr. Technical Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Project Engineer		\$42 - \$47	0.0	@ \$ 44	\$ -
Design Engineer II		\$37 - \$41	160.0	@ \$ 39	\$ 6,239.20
Design Engineer I		\$27 - \$36	192.0	@ \$ 32	\$ 6,095.04
Sr. Technician		\$32 - \$43	0.0	@ \$ 37	\$ -
Technician		\$22 - \$32	0.0	@ \$ 27	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Survey Manager		\$61 - \$75	0.0	@ \$ 68	\$ -
Survey Manager		\$55 - \$61	0.0	@ \$ 58	\$ -
Sr. Project Surveyor		\$50 - \$55	0.0	@ \$ 52	\$ -
Project Surveyor		\$45 - \$50	0.0	@ \$ 47	\$ -
Sr. Surveyor		\$37 - \$45	0.0	@ \$ 41	\$ -
Surveyor		\$32 - \$36	0.0	@ \$ 34	\$ -
Lead Survey Technician		\$42 - \$46	0.0	@ \$ 44	\$ -
Sr. Survey Technician		\$31 - \$42	0.0	@ \$ 36	\$ -
Survey Technician		\$21 - \$31	0.0	@ \$ 28	\$ -
Survey Intern		\$15 - \$21	0.0	@ \$ 18	\$ -
Single Chief		\$39 - \$44	0.0	@ \$ 41	\$ -
Single Chainman		\$33 - \$40	0.0	@ \$ 36	\$ -
Apprentice		\$16 - \$33	0.0	@ \$ 24	\$ -
1 Person Field Crew		\$39 - \$44	0.0	@ \$ 41	\$ -
2 Person Field Crew		\$78 - \$88	0.0	@ \$ 83	\$ -
3 Person Field Crew		\$110 - \$127	0.0	@ \$ 119	\$ -
Sr. LAUD Division Manager		\$72 - \$81	0.0	@ \$ 76	\$ -
LAUD Division Manager		\$58 - \$72	0.0	@ \$ 65	\$ -
Sr. LAUD Project Manager		\$56 - \$58	0.0	@ \$ 57	\$ -
LAUD Project Manager		\$48 - \$56	0.0	@ \$ 52	\$ -
Sr. Project Landscape Architect		\$36 - \$42	0.0	@ \$ 39	\$ -
Project Landscape Architect		\$32 - \$36	0.0	@ \$ 34	\$ -
Landscape Designer		\$21 - \$32	0.0	@ \$ 26	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Inspector		\$33 - \$43	0.0	@ \$ 38	\$ -
Inspector		\$22 - \$33	0.0	@ \$ 27	\$ -
Expert Witness		\$138	0.0	@ \$ 138	\$ -
Strategic Consulting		\$138	0.0	@ \$ 138	\$ -
Sr. Project Accountant		\$36 - \$43	0.0	@ \$ 39	\$ -
Project Accountant		\$28 - \$35	0.0	@ \$ 32	\$ -
Sr. Project Coordinator		\$36 - \$40	0.0	@ \$ 38	\$ -

Project Coordinator	<u>\$25 - \$36</u>	<u>24.0</u>	@	<u>\$ 30</u>	<u>\$ 731.88</u>
Sr. Project Assistant	<u>\$27 - \$30</u>	<u>0.0</u>	@	<u>\$ 28</u>	<u>\$ -</u>
Project Assistant	<u>\$14 - \$27</u>	<u>0.0</u>	@	<u>\$ 20</u>	<u>\$ -</u>
Sr. Technical Writer	<u>\$26 - \$40</u>	<u>0.0</u>	@	<u>\$ 33</u>	<u>\$ -</u>
Technical Writer	<u>\$15 - \$26</u>	<u>0.0</u>	@	<u>\$ 20</u>	<u>\$ -</u>
Sr. Graphic Designer	<u>\$31 - \$40</u>	<u>0.0</u>	@	<u>\$ 35</u>	<u>\$ -</u>
Graphic Designer	<u>\$20 - \$31</u>	<u>0.0</u>	@	<u>\$ 25</u>	<u>\$ -</u>

Subtotal Direct Labor Costs \$ 28,269.94
Anticipated Salary Increases _____

Total Direct Labor Costs \$ 28,269.94

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	<u>77.79%</u>	<u>\$ 21,991.19</u>

Total Fringe Benefits \$ 21,991.19

INDIRECT COSTS

Overhead/General and Administrative	80.04%	<u>\$ 22,627.26</u>
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Total Indirect Costs \$ 22,627.26

FEE @ 10%

\$ 7,288.84

OTHER COSTS

	UNIT (\$)	UNIT COST	TOTAL
Mileage	<u>600.0</u>	<u>\$0.535</u>	<u>\$ 321.00</u>
Overnight Mail/Mail	<u>12.0</u>	<u>\$15.00</u>	<u>\$ 180.00</u>
Per Diem	<u>4.0</u>	<u>\$260.00</u>	<u>\$ 1,040.00</u>

Total Other Costs \$ 1,541.00


Mark Thomas Total Costs

\$ 81,718.22

TOTAL COSTS

\$ 81,718.22

COST PROPOSAL FOR PROJECT SCOPE: Humboldt-Storm Damage Design Services

	Mark Thomas										Subconsultants		TOTAL COST
	Sr. Engineering Mgr	Technical Lead	Sr. Project Engineer	Sr. Technical Engineer	Project Engineer	Design Engineer II	Sr. Technician	Project Coordinator	Total Hours	Total MT Cost	Crawford & Associates Non-DBE	Woodward Drilling (sub to Crawford) DBE	
	\$288	\$172	\$145	\$145	\$125	\$111	\$106	\$86					
1.0 PROJECT MANAGEMENT													
1.1 Project Meetings	16	20							36	\$8,037	-	-	\$8,037
1.2 Project Management		20							40	\$6,891	-	-	\$6,891
1.3 Quality Control & Quality Assurance	16								16	\$4,606	-	-	\$4,606
Subtotal Phase 1	32	40	0	0	0	0	0	0	40	\$19,534	\$0	\$0	\$19,534
2.0 PRELIMINARY ENGINEERING													
2.1 Data Gathering & Field Visits		20			20				40	\$5,941	-	-	\$5,941
2.2 Geotechnical Engineering Services		12			20				32	\$4,569	40,000	30,000	\$74,569
2.3 Layout and Conceptual Details		12			32		40		84	\$10,328	-	-	\$10,328
Subtotal Phase 2	0	44	0	0	72	0	40	0	156	\$20,838	\$40,000	\$30,000	\$90,838
3.0 FINAL DESIGN													
3.1 65% PS&E		16			160	40	240		456	\$52,768	-	-	\$52,768
3.2 Independent Check		12			120	40			172	\$21,541	-	-	\$21,541
3.3 Final PS&E		16			32		80		128	\$15,268	-	-	\$15,268
Subtotal Phase 3	0	44	0	0	312	80	320	0	756	\$89,578	\$0	\$0	\$89,578
4.0 CONSTRUCTION SUPPORT													
4.1 Construction Support Services		40					12		52	\$8,140	-	-	\$8,140
4.2 Prepare As-Built Drawings		12					16		28	\$3,760	-	-	\$3,760
Subtotal Phase 4	0	52	0	0	0	0	28	0	80	\$11,900	\$0	\$0	\$11,900
TOTAL HOURS	32	180	0	0	384	80	388	40	1104				
OTHER DIRECT COSTS										\$1,224	\$0	\$0	\$1,224
TOTAL COST	\$9,211	\$30,885	\$0	\$0	\$48,186	\$8,848	\$41,260	\$3,460		\$143,074	\$40,000	\$30,000	\$213,074

Note: no mark-ups allowed

COST PROPOSAL

CLIENT Humboldt County
PROJECT Systemic Safety Analysis Report Program
CONSULTANT Mark Thomas

Date 6-Dec-17

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Sr. Principal		\$125 - \$135	0.0	@ \$ 130	\$ -
Principal		\$115 - \$125	0.0	@ \$ 120	\$ -
Sr. Engineering Manager		\$92 - \$111	32.0	@ \$ 101	\$ 3,247.84
Engineering Manager		\$82 - \$92	0.0	@ \$ 87	\$ -
Practice Area Leader		\$82 - \$92	0.0	@ \$ 87	\$ -
Sr. Project Manager		\$65 - \$82	0.0	@ \$ 73	\$ -
Sr. Technical Lead		\$65 - \$82	0.0	@ \$ 73	\$ -
Project Manager		\$55 - \$66	0.0	@ \$ 61	\$ -
Technical Lead		\$55 - \$66	180.0	@ \$ 61	\$ 10,890.00
Sr. Project Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Sr. Technical Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Project Engineer		\$42 - \$47	384.0	@ \$ 44	\$ 16,990.08
Design Engineer II		\$37 - \$41	80.0	@ \$ 39	\$ 3,119.60
Design Engineer I		\$27 - \$36	0.0	@ \$ 32	\$ -
Sr. Technician		\$32 - \$43	388.0	@ \$ 37	\$ 14,548.06
Technician		\$22 - \$32	0.0	@ \$ 27	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Survey Manager		\$61 - \$75	0.0	@ \$ 68	\$ -
Survey Manager		\$55 - \$61	0.0	@ \$ 58	\$ -
Sr. Project Surveyor		\$50 - \$55	0.0	@ \$ 52	\$ -
Project Surveyor		\$45 - \$50	0.0	@ \$ 47	\$ -
Sr. Surveyor		\$37 - \$45	0.0	@ \$ 41	\$ -
Surveyor		\$32 - \$36	0.0	@ \$ 34	\$ -
Lead Survey Technician		\$42 - \$46	0.0	@ \$ 44	\$ -
Sr. Survey Technician		\$31 - \$42	0.0	@ \$ 36	\$ -
Survey Technician		\$21 - \$31	0.0	@ \$ 28	\$ -
Survey Intern		\$15 - \$21	0.0	@ \$ 18	\$ -
Single Chief		\$39 - \$44	0.0	@ \$ 41	\$ -
Single Chainman		\$33 - \$40	0.0	@ \$ 36	\$ -
Apprentice		\$16 - \$33	0.0	@ \$ 24	\$ -
1 Person Field Crew		\$39 - \$44	0.0	@ \$ 41	\$ -
2 Person Field Crew		\$78 - \$88	0.0	@ \$ 83	\$ -
3 Person Field Crew		\$110 - \$127	0.0	@ \$ 119	\$ -
Sr. LAUD Division Manager		\$72 - \$81	0.0	@ \$ 76	\$ -
LAUD Division Manager		\$58 - \$72	0.0	@ \$ 65	\$ -
Sr. LAUD Project Manager		\$56 - \$58	0.0	@ \$ 57	\$ -
LAUD Project Manager		\$48 - \$56	0.0	@ \$ 52	\$ -
Sr. Project Landscape Architect		\$36 - \$42	0.0	@ \$ 39	\$ -
Project Landscape Architect		\$32 - \$36	0.0	@ \$ 34	\$ -
Landscape Designer		\$21 - \$32	0.0	@ \$ 26	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Inspector		\$33 - \$43	0.0	@ \$ 38	\$ -
Inspector		\$22 - \$33	0.0	@ \$ 27	\$ -
Expert Witness		\$138	0.0	@ \$ 138	\$ -
Strategic Consulting		\$138	0.0	@ \$ 138	\$ -
Sr. Project Accountant		\$36 - \$43	0.0	@ \$ 39	\$ -
Project Accountant		\$28 - \$35	0.0	@ \$ 32	\$ -
Sr. Project Coordinator		\$36 - \$40	0.0	@ \$ 38	\$ -

Project Coordinator	\$25 - \$36	40.0	@	\$ 30	\$ 1,219.80
Sr. Project Assistant	\$27 - \$30	0.0	@	\$ 28	\$ -
Project Assistant	\$14 - \$27	0.0	@	\$ 20	\$ -
Sr. Technical Writer	\$26 - \$40	0.0	@	\$ 33	\$ -
Technical Writer	\$15 - \$26	0.0	@	\$ 20	\$ -
Sr. Graphic Designer	\$31 - \$40	0.0	@	\$ 35	\$ -
Graphic Designer	\$20 - \$31	0.0	@	\$ 25	\$ -

Subtotal Direct Labor Costs \$ 50,015.38
Anticipated Salary Increases _____

Total Direct Labor Costs \$ 50,015.38

FRINGE BENEFITS

Fringe Benefits

Rate	Total
77.79%	\$ 38,906.96

Total Fringe Benefits \$ 38,906.96

INDIRECT COSTS

Overhead/General and Administrative

80.04%	\$ 40,032.31
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Total Indirect Costs \$ 40,032.31

FEE @ 10%

\$ 12,895.47

OTHER COSTS

Mileage	750.0	\$0.535
Overnight Mail/Mail	15.0	\$15.00
Per Diem	2.0	\$260.00
Reproductions - full size	25.0	\$1.00
Reproductions - half size	150.0	\$0.35

UNIT (\$)	UNIT COST
750.0	\$0.535
15.0	\$15.00
2.0	\$260.00
25.0	\$1.00
150.0	\$0.35

TOTAL
\$ 401.25
\$ 225.00
\$ 520.00
\$ 25.00
\$ 52.50

Total Other Costs \$ 1,223.75

Mark Thomas Total Costs

\$ 143,073.87

SUBCONSULTANT 10-H TOTAL COSTS

Crawford & Associates
Woodwood Drilling (Sub to Crawford)

\$ 40,000.00
\$ 30,000.00

Subconsultants Total Costs

\$ 70,000.00

TOTAL COSTS

\$ 213,073.87

Attachment C – Consultant Contract DBE Information (Exhibit 10-O2)

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County 2. Contract DBE Goal: 6%
 3. Project Description: Storm Damage Design Services (Task Order #4)
 4. Project Location: Humboldt County
 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$213,000
 8. Total Dollar Amount for ALL Subconsultants: \$70,000 9. Total Number of ALL Subconsultants: 2 (incl 2nd Teir Sub)

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical	N/A	Crawford & Associates (916) 455-4225 1100 Corporate Way, Suite 230 Sacramento, CA 95831	\$0.00
Geotechnical (Sub to Crawford)	37887	Woodland Drilling Co, Inc. (707) 374-4300 221 Montezuma Rio Vista, CA 94571	\$30,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>DPW2017-007</u>			14. TOTAL CLAIMED DBE PARTICIPATION \$30,000 14.1%
21. Federal-Aid Project Number: <u>ER-32LO(234)</u>			
22. Contract Execution Date: <u>1-9-2018</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature <u>R.M. Brogan</u> 16. Date <u>12/6/17</u> R. Matt Brogan (916) 381-9100 17. Preparer's Name <u>Principal/Division Manager</u> 18. Phone 19. Preparer's Title
23. Local Agency Representative's Signature <u>Jeffrey A. Ball</u>	24. Date <u>12/6/2017</u>		
25. Local Agency Representative's Name <u>Associate Civil Engineer</u>	26. Phone <u>(707)445-7377</u>		
27. Local Agency Representative'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) 654-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**Attachment D – Consultant Certification of Contract Costs and
Financial Management System (Exhibit 10-K)**

**EXHIBIT 10-K. CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Mark Thomas & Company, Inc.

Indirect Cost Rate: 157.83% * for fiscal period 01/01/2016 to 12/31/2016 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 67,046,961.43 and the number of states in which the firm does business is one.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 600,000

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 900,000

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Avila and Associates	\$ 75,000
Crawford & Associates	\$ 100,000
Morton & Pitalo	\$ 75,000
MNS	\$ 150,000
North State Resources	\$ 200,000

Consultant Certifying (Print Name and Title):

Name: R. Matt Brogan

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 09/12/2017

Consultant Contact Information:

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

****An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:Consultant Firm Name: Avila and Associates Consulting Engineers, Inc.Indirect Cost Rate: .91.50% * for fiscal period 1/1/2016-12/31/2016 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

- Contract Number: TBD Project Number: TBD

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 200,000 and the number of states in which the firm does business is 1.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \$75,000

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____


Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Catherine M.C. Avila

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): September 12, 2017

Consultant Contact Information:

Email: cavila@avilaassociates.com

Phone number: 925.673.0549

****An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Crawford & Associates, Inc.

Indirect Cost Rate: 197.0% * for fiscal period 01/01/2016 to 12/31/2016 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 3,000,000 and the number of states in which the firm does business is one.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 100,000

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Benjamin Crawford

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 09/12/2017

Consultant Contact Information:

Email: ben.crawford@crawford-inc.com

Phone number: (916) 952-6684

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: MNS Engineers, Inc.

Indirect Cost Rate: 148.87% * for fiscal period 01/01/2016 to 12/31/2016 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 50,000,000 and the number of states in which the firm does business is 2.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 150,000

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Shawn Kowalewski

Title: Vice President; Assistant Secretary

Consultant Certification Signature **: *SK*

Date of Certification (mm/dd/yyyy): 09/12/2017

Consultant Contact Information:

Email: skowalewski@mnsengineers.com

Phone number: (805) 692-6921

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Morton & Pitato, Inc.

Indirect Cost Rate: 145.21% * for fiscal period 01/01/2016 to 12/31/2016 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 285,000 and the number of states in which the firm does business is 1.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \$75,000

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Eddie Kho

Title: CEO

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 09/27/2017

Consultant Contact Information:

Email: ekho@mpengr.com

Phone number: (916) 496-8765

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: North State Resources, Inc.

Indirect Cost Rate: 152.50% * for fiscal period 04/01/2016 to 03/31/2017 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County

Contract Number: _____ Project Number: NSR P17,143.001

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 2.1 million and the number of states in which the firm does business is 1.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 200,000

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

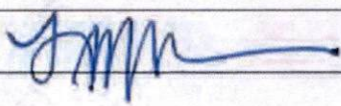
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Laura F. Kuh

Title: President, North State Resources, Inc.

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 09/12/2017

Consultant Contact Information:

Email: kuh@nsrnet.com

Phone number: (530) 222-5347 #111

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Attachment E – Professional Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675	CONTACT NAME: Doris A. Chambers	
	PHONE (A/C, No., Ext): 510 465-3090 FAX (A/C, No.): E-MAIL ADDRESS: dchambers@dealeyrenton.com	
INSURED Mark Thomas & Company, Inc. 2290 N. First Street San Jose CA 95131	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 465674624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9915552	7/1/2017	7/1/2018	\$4,000,000 \$4,000,000 Per Claim Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #SA-17163, On-Call Professional Design Engineering Services.

CERTIFICATE HOLDER**CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

County of Humboldt - Risk Management
 825 Fifth Street, Room 131
 Eureka CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110	CONTACT NAME:	Asero Insurance Services	
	PHONE (A/C, No, Ext):	866-966-8928	FAX (A/C, No): 408-271-1802
www.aseroins.com	E-MAIL ADDRESS:	certs@aseroins.com	
	LICENSE NO.	0A91339	
INSURED Mark Thomas & Company, Inc. 2290 North First Street, Suite 304 San Jose CA 95131	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Co of Amer		25674
	INSURER B : Travelers Indemnity Company of CT		25682
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 37810114 REVISION NUMBER:

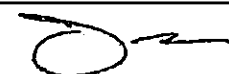
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			680-2H548914	9/15/2017	9/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6H189707	9/15/2017	9/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-9E095562	9/15/2017	9/15/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XJUB4342T25017	9/15/2017	9/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SA-17163--On-Call Professional Design Engineering Services
 COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees
 consultants, subconsultants, agents and landlord

NOTE: 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN EXCEPT 10 DAYS FOR NON-PAYMENT.

CERTIFICATE HOLDER County of Humboldt - Risk Management 825 Fifth Street, Room 131 Eureka CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Joe Longwello

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ADDITIONAL REMARKS SCHEDULE

AGENCY Asero Insurance Services		NAMED INSURED Mark Thomas & Company, Inc. 2290 North First Street, Suite 304 San Jose CA 95131	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: County of Humboldt - Risk Management

ADDRESS: 825 Fifth Street, Room 131 Eureka CA 95501

General Liability Additional Insured / Waiver of Subrogation / Primary & Non-Contributory as required by written contract per form CG D3 81 09 07
 Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by written contract per form CA T3 53 02 15
 Workers' Compensation Waiver of Subrogation as required by written contract per form WC 99 03 76 (A)-001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED
(Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part but only with respect to liability for "bodily injury", "property damage", or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard"

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage", or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided for such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits showing in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or

organization entered into by you before, and in effect when, the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.

- D. The following definition as added to **DEFINITIONS (Section V)**:
“Contract or agreement requiring insurance” means that part of any contract

or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A)– 001

POLICY NUMBER: (XJUB-4342T25-0-17)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 .0 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/15/2017 Insured Mark Thomas & Company, Inc.

Policy No. XJUB4342T25017

Endorsement No. Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 09-15-17 ST ASSIGN:

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675	CONTACT NAME: Doris A. Chambers PHONE (A/C No., Ext): 510 465-3090 E-MAIL ADDRESS: dchambers@dealeyrenton.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED MARKTHOMA Mark Thomas & Company, Inc. 2290 N. First Street San Jose CA 95131	INSURER A: XL Specialty Insurance Co.	NAIC # 37885
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 465674624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR9915552	7/1/2017	7/1/2018	\$4,000,000 \$4,000,000	Per Claim Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #SA-17163, On-Call Professional Design Engineering Services.

CERTIFICATE HOLDER County of Humboldt - Risk Management 825 Fifth Street, Room 131 Eureka CA 95501	CANCELLATION 30 Day NOC/10 Day for NonPay of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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HUMBOLDT COUNTY PUBLIC WORKS
1106 SECOND STREET
EUREKA, CA 95501
United States

Project Name: Eureka Veterans Buildings Seismic Repairs
Project
Client Project #: 210502
Client Contract #:

INVOICE

Invoice Date: 12/1/2017
Invoice #: 168010
KPFF Project #: 10030112151
KPFF PM: David Rossi
KPFF PIC: Blake Dilsworth
KPFF Tax ID: 91-0755897

For Professional Services Rendered Through 11/30/2017

	% of Contract	Fee	% Complete	Invoice		
				To Date	Previous	Current
Task #1	4.44	7,100.00	100.00	7,100.00	7,100.00	0.00
Task #2	13.31	21,300.00	100.00	21,300.00	21,300.00	0.00
Task #3	27.50	44,000.00	100.00	44,000.00	44,000.00	0.00
Task #4	42.50	68,000.00	100.00	68,000.00	68,000.00	0.00
Task #5	10.63	17,000.00	30.00	5,100.00	2,550.00	2,550.00
Task #6	1.63	2,600.00	0.00	0.00	0.00	0.00
Total:	100.00	160,000.00	90.94	145,500.00	142,950.00	2,550.00

Amount Due This Invoice USD 2,550.00

OK TO PAY 12.15.17

A/R Summary	Previously Invoiced	Current Invoice	Total Paid to Date	Amount Outstanding
	142,950.00	2,550.00	142,100.00	3,400.00