

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MARK THOMAS AND COMPANY, INC.**

This Agreement for Consultant Services (“Agreement”) entered into this ____ day of _____, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Mark Thomas and Company, Inc., a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Engineering Division, desires to retain a qualified professional to assist COUNTY in performing design engineering and environmental services for the Hammond Trail Bridge Project that are further described in Attachment A – Scope of Work, which is attached hereto and incorporated herein by reference as if set forth in full; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, 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 California 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 adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. CONSULTANT’s Project Manager will be Sebastian Varela. COUNTY’s Contract Administrator will be Tony Seghetti, Deputy Director of Public Works, or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated August 20, 2025, which is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference as if set forth in full. If there is any conflict between the approved Cost Proposal and the terms and conditions of this Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, and employees, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic loss arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to CONSULTANT’s performance hereunder, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. The provisions of this article shall survive termination or suspension of this Agreement. In no event shall the cost to defend

charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault in accordance with Ca. Civ. Code § 2782.8.

- D. In the performance of this Agreement, CONSULTANT shall act in an independent capacity. It is understood and agreed that CONSULTANT, and its agents, officers, officials, employees and subconsultants, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.
- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT pursuant to the terms and conditions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of COUNTY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third parties employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby agrees to indemnify and hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- G. Except as expressly authorized herein, CONSULTANT's obligations hereunder are not assignable or transferable, and CONSULTANT shall not subcontract any work, without COUNTY's prior written approval. However, claims for money due to CONSULTANT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to COUNTY.
- H. CONSULTANT shall be fully responsible to COUNTY for the negligent acts and omissions of its agents and subconsultants, and of persons either directly or indirectly employed thereby, in the same manner as persons directly employed by CONSULTANT.
- J. No alteration or variation of the terms of this Agreement 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.
- K. 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, without limitation, travel and per diem expenses, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this Agreement 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 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 or Project Coordinator, as needed, to discuss progress on the projects.

ARTICLE IV – PERFORMANCE PERIOD

- A. This Agreement shall go into effect on December 9, 2025, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on December 8, 2029, unless extended by written amendment.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs, including, without limitation, labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs, incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for in a written amendment to this Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in Attachment A – Scope of Work and Attachment B– Cost Proposal & Schedule of Work is required, the time or actual costs reimbursable by COUNTY shall be adjusted by a written amendment to this Agreement to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by a written amendment to this Agreement.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the applicable one (1) year period shall not be a condition or qualification to be considered for award of this Agreement.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of One Hundred Sixty-Seven Thousand Four Hundred Six Dollars Seventy-Nine Cents (\$167,406.79). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a written amendment to this Agreement.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Attachment B – Cost Proposal & Schedule of Work, COUNTY shall have the right to delay payment or terminate this Agreement.

- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- H. CONSULTANT will be reimbursed promptly according to any and all applicable local, state and federal laws, regulations and standards upon COUNTY's receipt of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased pursuant to the terms and conditions of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- I. The total amount payable by COUNTY including the fixed fee shall not exceed Two Million Eight Hundred Eighty-One Thousand Five Hundred Sixteen Dollars Thirty Cents (\$2,881,516.30).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

- A. This Agreement may be terminated by either party, provided that party gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the applicable contract cost principles and procedures set forth in Part 31 of Title 48 of the Code of Federal Regulations (“CFR”) shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with the applicable administrative requirements, cost principles and audit procedures for federal awards set forth in 2 CFR Part 200.
- C. Any and all costs for which payment has been made that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 shall be subject to repayment by CONSULTANT.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Government Code Section 8546.7, COUNTY, CONSULTANT and any subconsultants hereunder shall maintain any and all books, documents, papers, accounting records, Indirect Cost Rate (“ICR”) work papers, and other evidence pertaining to each party’s performance hereunder, including, without limitation, the costs of administering this Agreement. All parties, including, without limitation, CONSULTANT’s independent Certified Public Accountant (“CPA”), shall make such work papers and materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment hereunder. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, the California Department of Transportation (“Caltrans”), the Federal Highway Administration (“FHWA”) and any other duly authorized representative of the federal government having jurisdiction under federal laws or regulations, including, without limitation, the basis of federal funding in whole or in part, shall have access to any such books, records and documents for audit, examination and review, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may submit a written request for review of unresolved issues to the Humboldt County Auditor-Controller.
- 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 and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA’s work papers including making copies as necessary. The agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by 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 agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of

prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation ("IOAI"). IOAI, 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 terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the 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 IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
 2. If IOAI is unable to issue a cognizant letter per subsection E(1) of this article, IOAI may require CONSULTANT to submit a revised independent CPA audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI 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 requirements set forth herein, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: IOAI accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and IOAI has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

5. COUNTY and CONSULTANT hereby agree to fix the ICR for the period of time set forth in Article IV – Period of Performance of this Agreement. If the term of this Agreement is extended by a duly executed amendment hereto, COUNTY and CONSULTANT may adjust the ICR to the current IOAI approved ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT's subconsultants hereunder, 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 subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY, except that which is expressly identified in CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultants must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor.
- F. CONSULTANT shall pay to any subconsultant hereunder, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts owed to CONSULTANT on account of the services performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over any portion of the amount due on a progress payment from CONSULTANT to a subconsultant, CONSULTANT may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this provision shall constitute a cause for disciplinary action and shall subject CONSULTANT to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to its attorney's fees and costs. The sanctions authorized under this provision shall be separate from, and in addition to, all other remedies, either civil, administrative or criminal. This provision applies to both DBE and non-DBE subconsultants.
- G. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT, or any subconsultants hereunder, is prohibited and no retainage will be held by CONSULTANT, or any subconsultant hereunder, from progress due to its subconsultants. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of this provision shall subject CONSULTANT, or any subconsultants hereunder, to the penalties, sanctions and other remedies specified in Section 3321 of the California Civil Code. This provision shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT, or any subconsultants hereunder, in the event of a

dispute involving late payment or nonpayment by CONSULTANT and/or deficient subconsultant performance or noncompliance. This provision shall apply to both DBE and non-DBE subconsultants.

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 approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with prior authorization by COUNTY’s Contract Administrator, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms and conditions of this Agreement is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (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 this Agreement, or if this Agreement 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.
 - 2. 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. Neither CONSULTANT nor its subconsultants may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations (“DIR”) pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work pursuant to the terms and conditions of this Agreement are on file with Caltrans’ District Labor Compliance Officer and available online at the following address: http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf. These wage rates are hereby incorporated into this Agreement by reference as if set forth in full, pursuant to California Labor Code Section 1773.2, and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subconsultants solely and specifically to serve COUNTY projects.

Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR's website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:
1. CONSULTANT and its subconsultants shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations ("CCR"), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subconsultants in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
 2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated.
 - c. CONSULTANT shall not give the public access to certified payroll records. CONSULTANT shall forward any requests for certified payrolls to COUNTY's Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the requesting entity within ten (10) calendar days after receipt of a written request.
 4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of CONSULTANT or its subconsultants performing the work shall not be redacted or obliterated.

5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
 6. CONSULTANT and its subconsultants shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT's failure to comply within the ten (10) day period, CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.
- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Payment will not be made until the invoice is approved by COUNTY.
- F. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
1. CONSULTANT and its subconsultants shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subconsultants shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subconsultants in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*
 2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subconsultants in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subconsultants in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subconsultants to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or its subconsultants had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.
 3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subconsultants.
 4. If workers employed by CONSULTANT's subconsultants on a public works project are not paid the general prevailing per diem wages by the subconsultants, CONSULTANT shall not be liable for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subconsultants' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:

- a. The subcontracts executed between CONSULTANT and the subconsultants for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
 - b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultants to their employees by periodic review of the subconsultants' certified payroll records.
 - c. Upon becoming aware of the subconsultants' failure to pay the specified prevailing rate of wages to the subconsultants' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subconsultants for work performed on the public works project.
 - d. Prior to making final payment to the subconsultants for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultants that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subconsultants have failed to pay their employees the general prevailing rate of per diem wages.
 6. If COUNTY determines that any of CONSULTANT's subconsultants have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subconsultants sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.
- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.
- H. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
1. CONSULTANT, and any of its subconsultants working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with all applicable requirements regarding the employment of apprentices set forth in California Labor Code Sections 1777.5, 1777.6 and 1777.7.
 2. CONSULTANT and its subconsultants shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT

and its subconsultants are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subconsultants' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this Agreement, and any extensions thereof, CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided hereunder. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by any applicable local, state or federal laws, regulations or standards.
- C. 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 Agreement.
- D. CONSULTANT hereby certifies that neither CONSULTANT nor any of its subconsultants, or any firm affiliated with CONSULTANT or its subconsultants, that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure that a conflict of interest does not exist. For purposes of this Agreement, an affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed or to deduct from the amount owed under this Agreement, 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 certifies, to the best of its 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 local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, 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 Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code ("USC"). 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 executing this Agreement that it 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.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- 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, unless exempt, complied with any and applicable nondiscrimination requirements set forth in California Government Code Section 12990 and 2 CCR Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to its facilities, books, records, accounts and all other sources of information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.

- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subconsultants.
- I. Neither party hereto, nor any subconsultants hereunder, shall exclude any person from participation in, deny any person the benefits of or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex or national origin. In administering the DBE Program Plan, neither party hereto, nor any subconsultants hereunder, shall, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. 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.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of agency action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

Pursuant to the Interim Final Rule (IFR) issued by the U.S. Department of Transportation on October 3, 2025, which amends 49 CFR Part 26, the COUNTY is suspending the Disadvantaged Business Enterprise (DBE) program goals on federally funded projects.

Effective immediately, no DBE participation goals will be applied to contracts during the effective period of the IFR. This includes the suspension of DBE goal setting, commitments, compliance monitoring, and reporting activities.

The suspension will remain in effect until new requirements and guidance is issued by the U.S. Department of Transportation.

ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT, and its subcontractors, -have taken out for the entire term of this Agreement, 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 thereby, 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 construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. 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, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 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 (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and 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 received by the Humboldt County Risk Manager or a designee thereof.

2. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT and its subcontractors may be exposed to liability regarding the work performed pursuant to the terms and conditions of this Agreement. Such coverage shall be incorporated into CONSULTANT’s agreements with any other entities.
 3. If applicable, Contractors Pollution Liability and/or Environmental Liability Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate).
- 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 agents, officers, officials, employees and volunteers, 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. Said 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 property damage caused by explosion or collapse of structures or underground damage, 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 insureds 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. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives proof that equal insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer’s liability.
 4. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 5. 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.
 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. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 any other available remedies, take out the necessary insurance and 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 the above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting the extent to which CONSULTANT or its 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 requirements contained herein.

CONSULTANT: Mark Thomas and Company, Inc.
Attention: Sebastian Varela, Project Manager
701 University Avenue
Sacramento, California 95825
EMAIL: svarela@markthomas.com

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

AND

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

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, and its agents, officers, officials, and employees from any claim, liability, loss, injury or damage (referred to collectively as “Litigation”) that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this Agreement.
- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, and employees from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT’s performance of, or failure to comply with, any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys’ fees, expenses and

liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this Agreement.

F. Defense Deposit (Design Professional Services)

1. **Purpose and Deposit Requirement:** To secure CONSULTANT's potential financial obligations under the indemnity provisions of this Agreement, CONSULTANT shall, within thirty (30) calendar days of receiving written notice from COUNTY of the commencement of any litigation, claim, or proceeding ("Litigation") arising out of CONSULTANT's performance under this Agreement, deliver to COUNTY a refundable defense deposit in the amount of Twenty Thousand Dollars (\$20,000.00). This deposit shall be held in escrow and shall not be drawn upon until CONSULTANT's proportionate share of liability is determined in accordance with California Civil Code Section 2782.8.
2. **Escrow Conditions and Use of Funds:** The deposit shall remain untouched until final resolution of the Litigation through settlement, judgment, or dismissal. Upon such resolution, CONSULTANT's proportionate share of liability shall be determined either by a court, arbitrator, or by mutual agreement of the parties as part of a settlement. COUNTY may then deduct from the deposit only those amounts attributable to CONSULTANT's proportionate share of reasonable defense costs actually incurred by COUNTY, including attorneys' fees (whether incurred through outside counsel or COUNTY Counsel), expert fees, court costs, and litigation expenses directly related to COUNTY's defense in the Litigation. These defense costs are separate and distinct from any liability damages assessed against CONSULTANT.
3. **Post-Resolution Accounting and Objection Period:** Within thirty (30) calendar days of final resolution, COUNTY shall provide CONSULTANT with a written accounting showing the total reasonable defense costs incurred by COUNTY and the amount attributed to CONSULTANT based on their determined proportionate share of liability. CONSULTANT shall have fifteen (15) calendar days from the date of delivery of the accounting to submit any written objections. Failure to timely object shall be deemed acceptance of the stated proportionate share and total amount due.
4. **Refund or Additional Payment:** If the amount deducted from the deposit is less than CONSULTANT's proportionate share, COUNTY shall return the remaining balance to CONSULTANT within thirty (30) calendar days of the end of the objection period or resolution of any objections. If CONSULTANT's proportionate share exceeds the deposit amount, CONSULTANT shall pay the difference to COUNTY in full within thirty (30) calendar days of the end of the objection period or resolution of any objections.
5. **Scope and Statutory Compliance:** This deposit does not limit CONSULTANT's indemnification obligations under this Agreement, nor does it alter the limitation of liability to CONSULTANT's proportionate share as required by California Civil Code Section 2782.8. The deposit serves solely as security for timely payment of CONSULTANT's obligations.
6. **Insurance Independence:** This deposit is separate from and does not reduce CONSULTANT's insurance obligations under this Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in

order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

- A. This Agreement 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 Agreement without prior written approval by COUNTY’s Contract Administrator.

ARTICLE XXII – CONTINGENT FEE

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

ARTICLE XXIII – DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the 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 deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may submit a written request for review by COUNTY’s governing board of unresolved claims or disputes, other than audit.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIV – INSPECTION OF WORK

CONSULTANT and its subconsultants shall permit COUNTY, the State of California and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with any and all California Division of Occupational Safety and Health (“Cal-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 personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to 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 through 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. CONSULTANT must have any and all applicable CAL-OSHA permits, as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation or process related to the construction or excavation of trenches which are five (5) feet deep or deeper.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement, which is not CONSULTANT’s privileged information, as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT’s review and approval shall be at COUNTY’S sole risk.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one (a) detailed in a particular Task Order. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.
- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement 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. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT's services under this Agreement.
- C. Services of CONSULTANT in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. CONSULTANT hereby agrees to protect any and all confidential information obtained in the performance of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. All financial, statistical, personal, technical or other information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.

- D. CONSULTANT shall not comment to any media outlet regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.
- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subconsultants, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.
- G. Any subcontract entered into under this Agreement 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 (1) final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution this Agreement because of CONSULTANT's failure to comply with an order of a federal court that requires 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 COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

ARTICLE XXXI PROMPT PAYMENT FROM COUNTY TO CONSULTANT

COUNTY shall make any progress payments required hereunder within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONSULTANT. If COUNTY fails to pay promptly, COUNTY shall pay interest to CONSULTANT, which accrues at the rate of ten percent (10%) per annum on the principal amount of a money judgment remaining unsatisfied. COUNTY shall review each payment request as soon as practicable after the receipt thereof for the purpose of determining whether the payment request is suitable for payment. Any payment request that COUNTY determines is not suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after the receipt thereof. A request returned pursuant to this article shall be accompanied by a document setting forth in writing the reasons why the payment request is not suitable for payment.

ARTICLE XXXII – TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- A. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- B. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

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

- A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 2. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

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

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

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

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

APPENDIX D

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1)

no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII – NOTIFICATION

Any and all notices required hereunder, and communications regarding interpretation of, and changes to, the terms and conditions of this Agreement, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: Mark Thomas and Company, Inc.
Attention: Sebastian Varela, Project Manager
701 University Avenue
Sacramento, California 95825

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

ARTICLE XXXIV – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.

- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement 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.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.
- E. CONSULTANT hereby states 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.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

ARTICLE XXXV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach of this Agreement 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 Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement 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 repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT hereunder, which COUNTY determines were not expended in accordance with the terms of this Agreement.

ARTICLE XXXVI – ATTORNEY FEES ON BREACH

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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 XXXVII – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

By executing this Agreement, 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 Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

ARTICLE XXXVIII – CONTRACT

The two (2) parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two (2) 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 Agreement as evidenced by the signatures below.

[Signatures on Following Page]


ARTICLE XXXIX – 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 AND COMPANY, INC.:

By: 

Date: 11/7/25

Name: Matt Brogan

Title: Executive Vice President

By: See attached Clerk Certificate

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Mike Wilson, Chair

Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 11/20/2025

Risk Management

LIST OF ATTACHMENTS:

Attachment A – Scope of Work

Attachment B – Cost Proposal & Schedule of Work

Attachment C – Inspector General’s Certification of Indirect Costs and Financial Management System

Attachment D – Disclosure of Lobbying Activities (Exhibit 10-Q)

Attachment E – Interim Final Rule (IFR)

Attachment F – Liability Insurance

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT SERVICES

Mark Thomas will provide project management and administration services including monitoring subconsultant activities, coordinating with the Humboldt County Department of Public Works (“County”), implementing quality control and quality assurance procedures, submitting monthly invoices and progress reports, preparing and maintaining project schedule, and developing a work plan to meet the project budget and schedule goals.

Task 1.1 Project Management and Coordination

Mark Thomas will supervise, coordinate, and monitor planning and design for conformance with the County’s, Caltrans’, and McKinleyville Community Services District (MCSD) standards and policies as well the resource agencies permitting requirements. This task also includes general correspondence with the County and internal team.

Mark Thomas will maintain an open line of communication with Stantec and the County throughout the duration of the project. This will be accomplished through a combination of conference calls, informal communications (e.g., emails), submittal of draft and final technical deliverables, and submittal of pertinent written correspondence and monthly invoices and progress reports.

Mark Thomas will collect, review and catalog relevant and available documentation including As-Built Drawings, mapping, reports and studies and conduct a site visit with the County at project kickoff. Mark Thomas will prepare a brief memo summarizing the existing site conditions, constraints and coordination needs with partner agencies and utilities building on the information already presented in the Type Selection Report.

Mark Thomas will coordinate with MCSD regarding the design and construction of the recycled water line irrigation project proposed on the north end of the proposed bridge. At this time there are no other known projects being designed or constructed in project vicinity that require coordination.

Mark Thomas will prepare a detailed critical path method (CPM) project schedule within one month after Notice-to-Proceed and update the schedule on a monthly basis.

Mark Thomas will prepare and submit monthly one-page progress reports and invoices for the duration of the design.

Task 1.2 Quality Assurance/Quality Control

Mark Thomas will conform to our Quality Management Manual (QMM) while performing QA/QC for the project. All stated deliverables will go through an independent QA/QC plan review from experienced staff not actively working on the project before delivery to the County.

Task 1.3 Project Meetings

Mark Thomas will lead monthly Project Development Team (PDT) virtual meetings to update staff and project partners on progress and discuss the status of project. Additionally, Mark Thomas will attend and facilitate focus meetings with the County and/or other outside agencies to reach design concurrence and procure approvals. This task assumes up to 24 monthly 1-hour PDT meetings and 10 outside agency 1-hour virtual meetings/calls. Agendas and minutes will be prepared for the meetings as well as action items.

Task 1.4 Funding Strategy and Grant Application Development

Drago Vantage will lead the development of a comprehensive funding strategy tailored to the Hammond Trail Bridge Replacement Project. This will include an initial strategy meeting and a review of relevant project documentation. Our team will identify and assess applicable federal, state, and regional funding programs based on eligibility, competitiveness, match requirements, evaluation criteria, and timing. Findings will be compiled into a funding strategy memorandum and an accompanying funding matrix that outlines recommended opportunities, key timelines, and action items. A workshop with County leadership will confirm funding priorities and next steps.

Drago Vantage will prepare up to two complete, competitive grant applications based on opportunities identified in this subtask. For each application, we will develop annotated outlines aligned with program criteria, gather and format data, draft compelling narratives, produce maps, and coordinate letters of support. We will also assemble all required forms, cost estimates, and schedules, manage internal reviews, and deliver final application packages ready for submission.

DELIVERABLES

- 1A: Existing Conditions and Coordination memo
- 1B: QA/ QC plan conforming to Mark Thomas' QMM
- 1C: Meeting agendas and minutes (up to 24 meetings)
- 1D: CPM schedule (updated monthly)
- 1E: Invoices and one-page progress reports (up to 24)
- 1F: Agenda, facilitation, and summary notes for one (1) funding strategy meeting
- 1G: One (1) draft and one (1) final funding strategy memorandum and funding opportunity matrix
- 1H: Agenda, facilitation, and summary notes for one (1) funding workshop with County leadership
- 1I: Draft and final application packages for up to two (2) grant opportunities. Each package to include annotated outlines, cover pages, table of contents, narrative sections, maps, datasets, letters of support, application forms, cost estimates, and schedules

Optional Task 1.5: Grant Administration and Oversight

Following grant award, Drago Vantage will support the County in navigating grant execution and ongoing compliance. Services include managing or supporting scope and budget negotiations with funding agencies, preparation of progress reports, processing amendments, budget changes, and invoicing, and aligning of permitting and environmental review processes with grant timelines. We will also support County staff through training, protocols, and close-out reporting.

Deliverables:

- Grant award and post-award phase checklist and roles and responsibilities matrix
- Draft initial progress reports
- Live compliance tracker in Excel covering scope, budget, DBE, environmental commitments, and schedule status
- Templates for subsequent progress reports, invoices, and modification requests
- Closeout report and lessons learned summary

TASK 2. ENVIRONMENTAL CLEARANCE AND REGULATORY PERMITTING

As a part of the Mark Thomas Team, Stantec Consulting Services Inc. (Stantec) teamed with Area West Environmental, Inc. (AWE) and Alta Archaeological Consulting (ALTA), will prepare a project-level CEQA analysis and review to clear the project for construction. It is anticipated that the project will be environmentally cleared with a Mitigated Negative Declaration (MND) under the CEQA, but the final determination shall be based on the Initial Study prepared as part of this Task.

Task 2.1 Geometric Approval Documents

Mark Thomas will prepare geometric approval documents (GAD) based on the alignment and preferred bridge type to help definitely establish the Area of Potential Effects (APE). The GAD will include the updated aerial topographic survey data described in Task 4 to more accurately define the project area and impacts. The GAD will show the plan and profile of the trail and bridge as well as typical cross sections at up to three locations along the alignment.

As part of this task, Mark Thomas will also work with the County to study the vehicle and pedestrian circulation at the site with the goal of developing several options for parking at the north and/or south end. One of the goals of design would be to address the current illegal dumping and inappropriate use of the parking lot on the north end of the bridge. Mark Thomas will develop up to three (3) design alternatives with exhibits that can be used by the County for discussion and public outreach. The GAD and APE will incorporate these design options so the likely solutions are included in the environmental clearance.

It is assumed that the GAD will be refined after up to one round of County comments. After the comments are addressed, Mark Thomas will prepare a photo simulation of the bridge to be used as a part of the visual impact assessment (if required) within the CEQA document, public outreach, and stakeholder coordination. The photo simulation will be taken from up to four different vantage points. This task also includes the preparation of a succinct Basis of Design Memorandum that will include standards used and assumptions for the final design of the project.

Task 2.2: Preliminary Environmental Study Form / Caltrans Field Review

Stantec will attend a project kick-off meeting with Mark Thomas and the County. Stantec will prepare an administrative draft Preliminary Environmental Study (PES) form and bring it to the meeting for discussion. This meeting will include an initial review of the preliminary project footprints and draft APE map (provided by Mark Thomas based on Task 1). Participants will discuss planning for field review with Caltrans; initial identification of issues; scope of technical studies; approaches to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance; and a schedule for submittals.

After the initial project-kick off meeting, Stantec will meet with Mark Thomas and the County at the project site to review site conditions and discuss environmental constraints and opportunities. Stantec will update the draft PES form based on project team input and will prepare the Visual Impact Screen Check form for submittal to Caltrans. Mark Thomas will provide Stantec with all maps, plans, project description, and programming information needed to complete the PES form.

Stantec will also participate in the Caltrans field review meeting with Mark Thomas, County, and Caltrans representatives at the project site to review the PES form. Meeting participants will review and discuss each element of the PES checklist form and identify issues of concern and required technical studies. Once review of the project site has been conducted and the checklist items have been discussed, the County and Caltrans representatives will review and sign the PES form. The PES form requires the reviewers to provide a preliminary opinion regarding the type of NEPA documentation required for the project.

Subtask includes Attendance at one (1) project kick-off meeting; one (1) onsite field review with Mark Thomas/County; and one (1) Caltrans field review meeting.

Task 2.3: Aquatic Resources Delineation

AWE will perform a delineation of aquatic resources, including potential waters of the United States, waters of the State, and features subject to California Coastal Commission (CCC) jurisdiction; and prepare a delineation report suitable for submittal to the U.S. Army Corps of Engineers (USACE). The delineation will include the following items:

- Obtain and evaluate baseline data (topographic maps, soil survey, etc.). Aerial photographs or site-specific topographic mapping will be provided by Mark Thomas.
- Conduct a field delineation of the study area in accordance with Corp methodology as outlined in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (version 2.0) (U.S. Army Corps of Engineers 2010). This will include three-parameter data points to identify wetland features and boundaries, and delineation of the ordinary high-water mark for other waters (e.g., streams). Depending on field conditions, the delineation may include the use of aerial photography and topographic map interpretation in combination with physical inspection. It is assumed that a one-day reconnaissance level field survey with two biologists will be sufficient to collect all necessary information for the field delineation.
- Determine type and acreage of waters of the United States within the study area. This determination will be subject to USACE verification. The report will also provide a determination for type and acreage of waters of the State and features subject to jurisdiction of the CCC.
- Prepare an Aquatic Resources Delineation report that is suitable for submittal to the USACE. The report will be prepared to support either an Approved or Preliminary Jurisdictional Determination (Note: AWE will discuss appropriate approach with Stantec, Mark Thomas, and County once delineation field work has been conducted) and will contain background information, data sheets, and a delineation map (minimum scale of 1 inch = 200 feet).

A draft report will be submitted to Mark Thomas and the County for review and comment. Following Mark Thomas and County review, the report will be finalized. The final report will be included as an appendix to the Natural Environment Study report.

Task 2.4: Environmentally Sensitive Habitat Area Mapping

Stantec will map all vegetation communities designated as environmentally sensitive habitat areas (ESHAs) by the California Coastal Commission. Section 30107.5 of the Coastal Act defines ESHA as “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments.” The California Coastal Act states that ESHA shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas. Development in areas adjacent to ESHAs and parks and recreation areas shall be sited and designed to prevent impacts that would significantly degrade those areas and shall be compatible with the continuance of those habitat and recreation areas.

The purpose of this initial ESHA mapping effort is to determine the location and size of any upland ESHA that might exist within the project area. The results of the ESHA mapping effort will be summarized in a screening memorandum. An administrative draft screening memorandum will be provided to Mark Thomas and the County for review and comment. Stantec will address Mark Thomas and County comments and prepare a revised screening memorandum

for incorporation into the Natural Environment Study report (see Task 7). If necessary, Stantec will revise the screening memorandum to address any comments from Caltrans.

Task 2.5: Fisheries Biological Assessment / Essential Fish Habitat Assessment

Given the presence of federally listed salmonids in the Mad River (e.g., Southern Oregon/Northern California Coast coho salmon, California Coastal Chinook salmon, Northern California steelhead), it is anticipated that the project will require Endangered Species Act (ESA) Section 7 consultation with the National Marine Fisheries Service (NMFS).

Consultation with NMFS will also be required under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act for Essential Fish Habitat (EFH). (Note: Pursuant to Sections 2080 and 2081 of the California Fish & Game Code, consultation with the CDFW may also be required if the project would result in “take” of state-listed species. For purposes of this initial scope of work, it is assumed that “take” of listed fish species can be avoided).

It is anticipated that Caltrans, as designated by the Federal Highway Administration (FHWA), will serve as the federal lead agency for ESA Section 7 consultation with NMFS. Stantec will prepare a Biological Assessment / Essential Fish Habitat Assessment (BA/EFHA) report to support the ESA Section 7 consultation with NMFS. Currently, based on the Bridge Type Selection Report, it is not anticipated that driven piles will be used. If pile driving is used for project construction, the draft BA/EFHA will not be completed until the hydroacoustic study (Optional Task) is completed. Preparation of the BA/EFHA report will include:

- **Field Reconnaissance:** Conduct a reconnaissance-level field characterization of aquatic habitats extending up to 500 feet upstream and downstream of the project area. Note that if there are areas of private property, Stantec will only survey those areas where permission has been granted to the County by the property owner. The characterization will include the type (e.g., spawning, rearing) and extent of suitable salmonid habitat within the survey area. A single field reconnaissance will be conducted for both Subtask 2.6 and 2.7.
- **Report Preparation:** Prepare a BA/EFHA report. The document will include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered, and life history needs, environmental baseline, effects of the proposed action on listed species and designated critical habitat, cumulative effects, conclusion and determination, recommendations for mitigation, and references.
- **Agency Coordination / Site Visits:** If requested, Stantec will also coordinate with NMFS, as necessary, to assist the County and Caltrans with the required ESA Section 7 consultation process. Additionally, if it is determined that potential take of state-listed species cannot be avoided, Stantec will coordinate with Mark Thomas, County, Caltrans, CDFW, and NMFS to facilitate the opportunity for obtaining a consistency determination from the CDFW under Fish and Game Code 2080.1. This may also include attendance at a site visit with Mark Thomas, County, Caltrans, NMFS, and CDFW to discuss the project, California Endangered Species Act requirements, and mitigation opportunities.

A draft BA/EFHA report will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft BA/EFHA report to Caltrans for review. Stantec will address comments provided by Caltrans and submit a final BA/EFHA report to Caltrans for review and approval. If necessary, Stantec will revise the “final” BA/EFHA to address comments from NMFS.

Task 2.6: Biological Assessment for USFWS Listed and Proposed Species

Based on review of an unofficial U.S. Fish and Wildlife Service (USFWS) species list obtained on June 23, 2025 tidewater goby (federally listed as endangered), northwestern pond turtle (proposed for federal listing as threatened), and potentially other federally listed species may occur in or near the project area. As such, it is anticipated that the project will require ESA Section 7 consultation with the USFWS.

It is anticipated that Caltrans, as designated by FHWA, will serve as the federal lead agency for ESA Section 7 consultation with USFWS. Stantec will prepare a Biological Assessment (BA) report to support the ESA Section 7 consultation with USFWS. Preparation of the BA/EFHA report will include:

- Field Reconnaissance: Conduct a reconnaissance-level field characterization of aquatic habitats extending up to 500 feet upstream and downstream of the project area. Note that if there are areas of private property, Stantec will only survey those areas where permission has been granted to the County by the property owner. A single field reconnaissance will be conducted for both Subtask 2.6 and 2.7.
- Report Preparation: Prepare a BA report. The document will include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered, and life history needs, environmental baseline, effects of the proposed action on listed species and designated critical habitat, cumulative effects, conclusion and determination, recommendations for mitigation, and references.
- Agency Coordination / Site Visits: If requested, Stantec will also coordinate with USFWS, as necessary, to assist the County and Caltrans with the required ESA Section 7 consultation process. This may also include attendance at a site visit with Mark Thomas, County, Caltrans, and USFWS to discuss the project and opportunities to minimize the potential for adverse effects on federally listed and proposed species.

A draft BA report will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft BA report to Caltrans for review. Stantec will address comments provided by Caltrans and submit a final BA report to Caltrans for review and approval. If necessary, Stantec will revise the “final” BA to address comments from USFWS.

Task 2.7: Prepare Natural Environment Study Report

Stantec will prepare a Natural Environment Study (NES) report in accordance with the Caltrans Standard Environmental Reference (Chapter 14) using the Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES report will characterize biological resources in the Biological Study Area (BSA) and vicinity; assess project impacts on biological resources; identify general avoidance and minimization measures (AMMs) and mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES report will entail:

- Obtaining species lists from the USFWS and NMFS.
- Reviewing the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) databases for reported occurrences of special-status species.
- Conducting a reconnaissance-level field investigation of the BSA, including an assessment of habitat for special-status wildlife and vegetation mapping.
- Conducting a two-visit botanical survey of the BSA during Spring and Summer 2025 (estimated April and July depending on environmental conditions) in general accordance with the *Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Sensitive Natural Communities* (California Department of Fish and Wildlife 2018). The timing of the surveys will correspond with the blooming period (i.e., temporal period when unique floral structures are present and identifiable) for special-status vascular plant species having the potential to occur in the BSA. The actual survey times may vary depending on the progression of environmental parameters (e.g., rainfall, temperature patterns). Observations of any noxious weed species (Federal Executive Order 13112 – Invasive Species) will also be recorded during the field survey.
- Summarizing the findings of the biological studies and preparing figures illustrating the locations of significant biological resources (e.g., special-status species, sensitive natural communities)
- Evaluating the potential for the project to result in impacts on sensitive biological resources and providing recommendations for AMMs and mitigation measures.

An administrative draft NES report will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft NES for review by Caltrans. Stantec will address comments provided by Caltrans and submit a final NES report to Caltrans for review and approval.

Task 2.8: Supplemental Archaeological Survey Report and Historic Property Survey Report

An Archaeological Survey Report (ASR), Historic Resources Evaluation Report (HRER), and Historic Property Survey Report (HPSR) were previously prepared for the project and approved by Caltrans in 2014.

ALTA will review and update as needed the inventory of cultural resources and prepare supplemental ASR and HPSR reports. This will entail:

- Update the Area of Potential Effects (APE) Map: ALTA and Stantec will work with the design team to develop an updated APE map which illustrates the areas of ground disturbance (e.g., project footprint and staging areas) and also includes information for the subsurface vertical disturbance required for the project. The APE map will be used as a base for the records search and the Tribal outreach; and will be submitted to Caltrans for review and approval.
- Supplemental Records Search: Because the existing studies for the project were completed more than 10 years ago, ALTA will perform a supplemental records search at the California Historical Resources Information System's Northwest Information Center (NWIC). The NWIC is the primary repository for cultural resources information that covers an 18-county area including Humboldt County. The purpose of the records search is to identify any previously conducted archaeological surveys or known archaeological sites located in the project's APE or within 0.25 mile of the APE. The results of the records search will be appended to the Supplemental Archaeological Survey Report (ASR) and Supplemental Historic Properties Survey Report (HPSR), as applicable. It is assumed that no cultural resources, other than the Hammond Trail Bridge itself, have been recorded in the APE since preparation of the previous studies.
- Native American Outreach: ALTA will remit a letter to the California Native American Heritage Commission (NAHC) to request a review of their Sacred Lands Files and request a list of culturally affiliated Tribal representatives. ALTA will draft an outreach letter that describes the project, the results of the records search, and the subsurface archaeological sensitivity for Caltrans and Humboldt County to send to the Tribal representatives listed by the NAHC. If no response is received, ALTA will make up to two follow-up phone calls to Tribal representatives. It is assumed that one letter can be used for both Section 106 and CEQA and that no Tribal Cultural Resources are present in the project's APE.
- Field Inventory: It is assumed that a pedestrian survey will be required since the previous survey was conducted more than 10 years ago. The APE will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 20 meters apart. No materials will be collected as part of the fieldwork. The survey will be documented with notes and photographs. It is assumed that no cultural resources that require documentation will be present and that a built environment survey will not be required.

Reporting: ALTA will prepare a Supplemental ASR and Supplemental HPSR. The reports will present the project's APE and will describe the results of the records search, Native American outreach efforts, and the field survey and will describe the sensitivity for buried archaeology in the project's APE. It is assumed that the project finding will be no historic properties affected, pursuant Stipulation IX.A in the Programmatic Agreement.

Draft reports will be submitted to Mark Thomas and the County for review and comment. After Mark Thomas and County comments are addressed, the reports will be submitted to Caltrans for review. Any comments from Caltrans will be addressed and final reports will be submitted to Caltrans for review and approval. It is assumed that comments will not require any new data acquisition.

Task 2.9: Visual Impact Assessment Technical Memorandum

A visual impact assessment (VIA) that qualitatively evaluates the potential effects of a new bridge on visual resources in the project area and vicinity will be conducted. This study would be limited to a site reconnaissance and photo-documentation of key public viewing areas (e.g., views from Hammond Coastal Trail). The photo simulations provided by Mark Thomas in Subtask 2.1 will be included in the study.

A draft VIA technical memorandum will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft VIA technical memorandum for review by Caltrans. Stantec will address comments provided by Caltrans and submit a final VIA technical memorandum to Caltrans for review and approval.

Task 2.10: Initial Site Assessment (ISA)

Crawford will prepare an ISA to identify evidence of prior or existing hazardous materials conditions that might affect the bridge site, including the existing bridge, the upstream location of the new bridge, and property identified for construction staging. The scope of services for the Phase I ISA will include:

- Physical Setting Review: The ISA will include a summary of geologic conditions underlying the subject property and vicinity based on readily available geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- Environmental Records Review: Crawford will contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of reasonably ascertainable federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the project alignment and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.
- Historical Land Use Review: ERIS will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project alignment and vicinity. Crawford will review these data to develop a history of general property uses for the alignment and surrounding parcels back to the alignment's first development, or 1940, whichever is earlier.
- Site Reconnaissance: Crawford will perform a driving and walking reconnaissance of the project alignment and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and aboveground storage tanks, drums, wells, electrical equipment, stockpiled soil, vegetation, odors, and sewage/waste disposal, as appropriate.
- Interviews: Where warranted by the records search or our reconnaissance observations, Crawford will contact Humboldt County Environmental Health Division or Regional Water Quality Control personnel for additional information and clarification. If warranted, Crawford may also attempt to contact property owners, tenants, or key site managers of adjacent properties where names and contact information are provided.
- Sample Collection and Analysis: To more fully evaluate conditions at the site and expedite review of site conditions, Crawford will collect soil and paint samples during our site reconnaissance. These samples will be collected to provide a preliminary assessment of conditions at the project site. Results from analysis of the soil samples and paint samples, and the asbestos inspection, will be included in the ISA. Additional samples or analyses may be required based on the finding of the ISA research. Additional sample collection and analysis may be required to fully characterize the extent of any environmental impact encountered. Samples will be collected and analyzed as described below.
 - The existing pathway occupies the former railroad right-of-way. Soil samples will be collected from two locations on the southern bridge approach, and two locations on the northern bridge approach. At each location soil samples will be collected from about 0 to 6" and 30" to 36" below ground surface

(bgs). These soil samples will be collected from the shoulder area of the existing pathway. Soil samples collected from the pathway shoulders will be analyzed for diesel-range and Oil-range organics (EPA Method 8015), CAM 17 metals (EPA Method 6010/7470), creosote and semi-volatile organics (EPA Method 8270), and volatile organics (EPA 8260). The four surface samples will also be analyzed for organochlorine pesticides (EPA Method 8081) to assess for overspray from adjacent agricultural fields.

- We assume the bridge superstructure has historically been painted. Crawford will attempt to collect up to four samples of the bridge paint (approximately 100 feet apart) and one sample from the trail bollards for analysis of total lead concentration (EPA Method 6010B). If the total lead concentration exceeds threshold limits, the sample will be reanalyzed for soluble lead concentrations (WET and TCLP Methods). Analytical results will be used to evaluate if lead concentrations in the paint exceed hazardous waste limits.
- The new pathway and bridge abutments will be placed on land that is currently used for agriculture; historical uses of this land are not known at this time. Soil samples will be collected from two locations within the proposed southern approach area, and two locations within the northern approach area. Soil samples will be collected at each location from about 0-6" bgs. These samples will be analyzed for total lead, total arsenic (EPA Method 6010B), and organochlorine pesticides (EPA Method 8081).
- Four soil samples will be analyzed for pH (EPA Method 9045) to assess if soil corrosivity exceeds hazardous waste limits.
- Crawford will contract with a Certified Asbestos Consultant (CAC) to inspect the existing bridge for the presence of asbestos and asbestos-containing construction materials. The number and location of samples required for this inspection will be determined by the CAC.

Results from analysis of the soil samples and paint samples, and the asbestos inspection, will be included in the ISA. Additional samples or analyzes may be required based on the finding of the ISA research.

- Report: A report documenting Crawford's assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:
 - Description of the project alignment and vicinity;
 - Summary of the local geologic and hydrogeologic conditions;
 - Summary of the historical record review;
 - Findings from the environmental records review;
 - Site reconnaissance observations;
 - Interview results;
 - Findings and Conclusions: a summary of potential impacts of recognized environmental conditions with potential to impact the project alignment; and
 - Recommendations: As warranted by the findings.

This Task assumes the following:

- Assessor's parcel maps and draft improvement plans showing the project site, stationing, and project limits will be available for use.
- Chain-of-title and environmental lien research is not included.
- Rights-of-entry for access to private property to allow for reconnaissance and sample collection will be provided.
- Contact information for private property owners will be provided if interviews are necessary.
- Sampling plan may change depending on the ISA research and site reconnaissance.

- This is a screening level effort and is not necessarily intended to fully characterize the lateral or vertical extent of any hazardous materials identified at the site. Additional sampling may be required to fully characterize and hazardous material, or to classify impacted materials for disposal.
- No infiltration testing is required.
- A borrow site evaluation is not included.
- Bridge as-built drawings (if available) will be provided to assist in the asbestos inspection.
- If an encroachment permit is required to complete the sampling and inspection work at the existing bridge, we assume the fee will be waived.
- Soil samples will be collected using hand tools to a maximum depth of about 36 inches. We assume that boring permits will not be required for soil sample collection.
- Traffic control adjacent to the existing pathway will consist of traffic cones and “Shoulder Work Ahead” signs. We assume a traffic control plan or licensed traffic control contractor will not be required.

Task 2.11 Location Hydraulic Study Report and Summary Floodplain Encroachment Report

Stillwater will utilize the existing HEC-RAS 2D model developed for the Preliminary Hydraulics Report (November 2024) to prepare the Location Hydraulic Study and Summary Floodplain Encroachment Reports. The analyses will adhere to Caltrans and FEMA guidelines and expand on the findings of the Preliminary Hydraulics Report to assess changes to water surface elevations and flow velocities, determine freeboard requirements, and evaluate floodplain encroachment. Alternatives to avoid longitudinal or significant floodplain encroachment will be assessed, and their practicality will be analyzed.

A risk assessment, conducted by the Hydraulic Engineer per 23 CFR 650, Subpart A, will provide risk information for each encroachment. Potential impacts, including incompatible floodplain development and effects on natural and beneficial floodplain values, will be evaluated. Mitigation measures to minimize impacts and preserve floodplain values will be proposed.

Location Hydraulic Study Report : The Location Hydraulic Study Report will document the base (100-year) flood and the proposed action's impact(s) on the base floodplain. The report will include a detailed description of the proposed action and present hydraulic data, including base flood discharge, water surface elevation, and flood of record data (if available). A floodplain map will be generated, depicting the base flood and flood of record. Stillwater Sciences will work with Mark Thomas and the Humboldt County Department of Public Works to evaluate potential impacts of the base flood on residences, buildings, crops, and traffic, including an assessment of traffic volume, emergency routes, detours, and potential traffic interruption duration. Finally, the study will assess the risk of floodplain encroachment, impacts on floodplain values, potential for incompatible development, and mitigation measures for each alternative, including an evaluation of alternatives to significant and longitudinal encroachments. The Location Hydraulic Study will meet the minimum documentation requirements as required by Caltrans.

Summary Floodplain Encroachment Report: This report will summarize the findings of the Location Hydraulic Study and assess key criteria to determine the appropriate level of environmental review. This assessment will determine if the action constitutes a longitudinal encroachment, evaluate the significance of risks associated with the action, analyze the potential for the action to support incompatible floodplain development, and identify potential impacts on natural and beneficial floodplain values. The need for special mitigation measures will be evaluated, and the report will determine whether the action constitutes a significant floodplain encroachment. The report will confirm that a Location Hydraulic Study meeting the required documentation standards is on file.

The Summary Floodplain Encroachment Report will be completed in consultation with the Hydraulic Engineer and environmental specialists.

Task 2.12: Environmental Review and Regulatory Permitting for Geotechnical Investigation

The objective of this task is to provide support for documentation of environmental compliance and regulatory permitting for geotechnical investigations.

- **CEQA and NEPA Documentation:** Stantec will prepare a screening memorandum for biological and cultural resources using initial data collected under Subtasks 2.4 to 2.9. The screening memorandum will be provided to Mark Thomas/County and Caltrans for review and comment. Stantec will address any comments and submit a final screening memorandum.

It is anticipated that required environmental compliance documentation would be limited to a categorical exemption under CEQA (i.e., Notice of Exemption [NOE]) and a categorical exclusion under NEPA (assuming no potentially significant impacts identified in the screening memorandum). Stantec will prepare a draft NOE and submit to Mark Thomas/County for review. Stantec will revise the NOE if needed and submit the final NOE to Mark Thomas/County. The County will need to: (1) approve the NOE for the project and complete signature portion on the bottom of the form, (2) file the NOE with the Humboldt County Clerk-Recorder Office (including any applicable fees), and (3) file the NOE with the State Clearinghouse (required beginning 1/1/24 per Senate Bill 69) electronically using CEQA Submit.

It is anticipated that Caltrans will prepare the NEPA categorical exclusion documentation using their own staff.

- **Regulatory Permitting:** It is anticipated that geotechnical investigations may include drilling operations within the banks of the Mad River. As such, it is anticipated that the following regulatory permits/authorizations will be required.
 - **Section 404 Permit (U.S. Army Corps of Engineers):** It is anticipated that the geotechnical investigations will qualify for authorization under Nationwide Permit #6 (NWP 6) for Survey Activities. Stantec will prepare a pre-construction notification (PCN) and provide details on the anticipated project impacts (i.e., discharge of dredged or fill material) on waters of the United States, including wetlands. Mark Thomas will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material).

Stantec will provide a draft PCN to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the PCN to the USACE and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from USACE) during the PCN review process.

Note that if the geotechnical investigations have the potential to affect federally listed species or historic properties, then the USACE will be required to complete ESA and/or NHPA consultations prior to verifying authorization under NWP 6. For purposes of this initial scope of work, it is assumed that potential effects on federally listed species and historic properties can be avoided.

- **Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board):** Applicants seeking authorization under NWP 6 may be eligible for enrolment under Section 401 General Water Quality Certification and Order (General Order), which conditionally certifies NWP 6. In compliance with Section 401, Stantec will prepare a Notice of Intent (NOI) for submittal to the North Coast Regional Water Quality Control Board (Water Board). Mark Thomas will be responsible for providing Stantec with the project details that may be necessary to complete the NOI.

Stantec will provide a draft NOI to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the NOI to the Water Board (with applicable application fees)

- and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from Water Board) during the NOI review process.
- Section 1600 Streambed Alteration Agreement (California Department of Fish and Wildlife): Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County will be responsible for submitting the notification to the CDFW and payment of the notification fee. Mark Thomas will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material; area of vegetation removal).

Stantec will provide a draft notification package to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the notification package to the CDFW (with applicable notification fees) and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from CDFW) during the notification review process.

- General Permit to Conduct Geologic Surveys (California State Lands Commission). The State of California maintains ownership of the bed of the Mad River and geotechnical investigations within the river require a general permit to conduct geologic surveys issued by the State Lands Commission (SLC). Stantec will assist the County with the preparation of permit application for submittal to the SLC. The County would be required to pay the required permit application fee to the SLC. Stantec will provide a draft application package to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the notification package to the SLC (with applicable notification fees) and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from SLC) during the notification review process.

Task 2.13: CEQA Compliance

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an initial study (IS) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the results of the IS and associated technical studies.

- Administrative Draft Initial Study: Stantec will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or another format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies (NES, wetland delineation, etc.), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to address potentially significant impacts of the project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to Mark Thomas/County for review and comment. The County may also want to circulate the administrative draft IS to other responsible agencies, as deemed appropriate by the County.
- Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration: After review of the administrative draft IS, Stantec will address comments and prepare a public draft IS. Stantec will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration. Stantec will compile the NOI together with the public draft IS/MND. A screen-check copy of the IS/MND and NOI will be submitted to Mark Thomas/County for approval prior to distribution to the public. Stantec will also complete the Notice of Completion (NOC) form on behalf of the County. It is assumed that the County will submit the documents to the State Clearinghouse using the County's CEQA Submit account. Stantec will be available to attend one (1) public meeting (up to 2 Stantec staff) during the CEQA review process.

- Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan: After the close of the public comment period and assuming comments warranting substantial revision or recirculation of the IS/MND are not received, Stantec will review the public and agency comments with Mark Thomas/County, compile and number all substantive comments, and provide written responses for each comment provided (it is assumed that a maximum of 16 hours of staff time will be required to respond to comments). Stantec will provide Mark Thomas/County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

Stantec will prepare a Mitigation Monitoring and Reporting Plan (MMRP) that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP will be appended to the final IS/MND. It is assumed that the County will coordinate adoption of the final IS/MND and that Stantec's attendance at the Board of Supervisors' meeting will not be required. Stantec will prepare a Notice of Determination (NOD) for the County to submit to the State Clearinghouse using the County's CEQA Submit account. The County will be responsible for payment of all filing fees.

Task 2.14 NEPA Compliance

Assuming that a NEPA Environmental Assessment (EA) will not be required and Caltrans requests that the County prepare the NEPA Categorical Exclusion (CE) documentation, Stantec will complete a CE Determination Form, prepare the summary of environmental commitments record (ECR), and provide to Mark Thomas/ County for submittal to Caltrans for review and final approval.

TASK DELIVERABLES

- 2A: Draft and Final Geometric Approval Document (PDF)
- 2B: Exhibits for design options of parking lots and trail access control (PDF)
- 2C: Meeting minutes for all meetings described in task (Word)
- 2D: Updated Structure General Plan and Foundation Plan (PDF)
- 2E: Basis of Design Memo (PDF)
- 2F: Photo simulation of the bridge (JPEG)
- 2G: Draft and Final Aquatic Resources Delineation Report (PDF)
- 2H: Draft and Final Environmentally Sensitive Habitat Area Screening Memorandum (PDF)
- 2I: NMFS Draft and Final Biological Assessment / Essential Fish Habitat Assessment Report (PDF)
- 2J: USFWS Draft and Final Biological Assessment Report (PDF)
- 2K: Draft and final Natural Environment Study Report (PDF)
- 2L: Draft and final supplemental Archeological Survey Report (PDF)
- 2M: Draft and final supplemental updated Historic Property Survey Report (PDF)
- 2N: Draft and Final Visual Impact Technical memorandum
- 2O: Draft and Final Initial Site Assessment Report (PDF)
- 2P: Location Hydraulic Study Report (PDF)
- 2Q: Summary Floodplain Encroachment Report (PDF)
- 2R: Draft and Final Screening Memorandum for Biological and Cultural Resources for site borings
- 2S: USACE Preconstruction Notification, Water Board Notice of Intent, CDFW Notification of Streambed Alteration, State Lands Permit for site borings

- 2T: CEQA Documents including Draft and Final IS/MND, public draft IS/MND, NOI, NOC, and MMRP; and final IS/MND and NOD.
- 2U: NEPA Categorical Exclusion Determination Form and environmental commitments record spreadsheet.

OPTIONAL TASK 2 ITEMS

The remaining Task 2 items are provided as optional as it is unknown at this time if they will be required for the environmental clearance. If any these optional tasks become necessary, Mark Thomas will promptly alert the County and request approval to proceed with the scope described herein. The associated budgets for these tasks will not be used until approved in writing by the County.

Optional Task 2.15: Hydroacoustic Analysis

Currently, pile driving is not anticipated based on the Type Selection Report. However, if pile driving is used, a critical component of the effects analysis in the BA/EFHA (Subtask 2.6) will be evaluating potential hydroacoustic (barotraumas) effects on listed fish species due to pile-driving activities in proximity to the Mad River. NMFS requires that all BA/EFHAs prepared for projects that propose pile-driving activities include an evaluation of hydroacoustic effects using their Pile Driving Calculations model. This model uses data collected from similar piles and substrates to estimate potential underwater sound levels for the project.

Stantec will conduct a hydroacoustic impact analysis using pile driving and geotechnical data provided by Mark Thomas and Crawford. The analysis will be conducted in accordance with the “Technical Guidance for Assessment and Mitigation of Hydroacoustic Effects of Pile Driving on Fish” (Caltrans. November 2015). As part of the analysis, Stantec will use the NMFS Pile Driving Calculations model to assess the potential impacts of pile-driving activities. Use of this model requires the input of parameter values for similarly driven piles under comparable environmental conditions obtained from the primary scientific literature, agency reports, and mitigation monitoring reports. Stantec will review Appendix 1 of the Hydroacoustic Guidance Document, which is a Compendium of Hydroacoustic Data, to identify relevant information that best matches the project. Once selected data are identified, Stantec will contact Caltrans and NMFS to confirm that the data are appropriate for use for the project. This information will be used to evaluate potential acoustic effects of pile driving and associated sound levels on all life stages of salmonids, if applicable. The results of the analysis, including the checklist of required information and a summary of our discussion with Caltrans and NMFS biologist, will be provided in a technical memorandum to Mark Thomas/County prior to inclusion in the BA/EFHA.

Deliverables: Electronic copies of draft and technical memorandum

Optional Task 2.16: Tree Survey

If required, Stantec will conduct a single-visit survey of the project area to identify and map trees, with a 2-inch diameter at breast height (dbh) or larger in the riparian zone and 12-inch dbh or larger in upland habitat, using preliminary tree mapping data from a licensed surveyor (to be provided by Mark Thomas). Stantec will identify tree species and measure or estimate tree dbh and overall tree heights, assess general tree health and vigor, and assess the general ecological quality of treed habitat (e.g., wildlife use, grove size, connectivity to other habitats). If Stantec identifies any trees missed by the licensed surveyor, Stantec will map the trees using GPS and character data will be collected as previously described. Map(s) will be created using GIS software that will depict tree or grove locations, as applicable, relative to the project area. Stantec will prepare a qualitative characterization report describing methodology used for the tree survey, the species, size, health and vigor, general aesthetic quality, ecological quality, proximity to proposed project activities, and recommendations for tree preservation within the project area.

The tree survey results will be summarized in a technical memorandum. An administrative draft technical memorandum will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas

and County comments are addressed, Stantec will submit a final technical memorandum. The final technical memorandum will be included as an appendix of the NES report (Task 2.8).

Deliverables: Electronic copies of administrative draft, revised draft, and final tree survey technical memorandum

Optional Task 2.17: Bat Survey

If determined to be necessary based on findings made during the initial habitat assessment, Stantec biologist(s) will conduct a daytime visual survey to determine if there are any places where bats may roost in the BSA. If practicable, all potential roost sites will be visually inspected to determine if bats are present, and if so, the biologists will attempt to identify the species. The visual inspection will include a search for urine staining and/or guano deposits on the existing bridge. If a visual inspection is not practicable due to the physical location of the potential roost and/or configuration of the bridge, a focused survey will be conducted during dusk hours (e.g., one hour before sunset - two hours after sunset) to look for bats entering or leaving the site. The dusk survey will be conducted during the season when a maternity colony could be present (e.g., spring–summer). If recommended by Caltrans, an acoustic bat detector may be used during the survey to identify bats by detecting and recording their ultrasonic echolocation calls and, if bats are present, assist in bat species identification

The bat survey results will be summarized in a technical memorandum. An administrative draft technical memorandum will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a final technical memorandum. The final technical memorandum will be included as an appendix of the NES report (Task 2.8).

Deliverables: Electronic copies of administrative draft, revised draft, and final bat survey technical memorandum

Optional Task 2.18: Extended Phase I Investigation

Because the project is situated on recent alluvium there is an increased possibility of encountering buried archaeological deposits. Construction of the new bridge will likely have very deep subsurface impacts associated with construction of the abutments and pile driving. Given the potential depth of disturbance, ALTA proposes to test for archaeology and sensitive buried surfaces using a direct-push Geoprobe drill. Although trenching is the preferred methodology, the Geoprobe will allow us to test to the maximum depth of proposed construction. Prior to subsurface testing, ALTA will prepare an Extended Phase I (XPI) proposal that describes the proposed testing methodology for review and approval by Caltrans. Upon completion of the XPI testing ALTA will prepare an XPI Report that documents the findings. It is assumed that two bulk sediment samples will be submitted to Beta Analytic for radiocarbon dating and that a Tribal monitor will be present to observe the testing. It is assumed that Mark Thomas will enter into a contract with the drilling company on behalf of ALTA.

Administrative draft reports will be submitted to Mark Thomas and the County for review and comment. After Mark Thomas and County comments are addressed, the draft reports will be submitted to Caltrans for review. Any comments from Caltrans will be addressed and final reports will be submitted to Caltrans for review and approval. Note that the XPI proposal must be approved by Caltrans before any fieldwork for the XPI is conducted.

Deliverables: Electronic copies of administrative draft, revised draft, and XPI proposal and XPI report

Optional Task 2.19: Construction Noise Memorandum

If required by Caltrans, Stantec will conduct an initial construction noise assessment that consists of the following:

- Stantec will identify the noise level standards contained within the Humboldt County General Plan Noise Element, applicable Caltrans Protocol, and other state or federal noise standards applicable to project construction activities.
- Stantec will estimate the ambient noise levels in the project area (using General Plan Noise Element or other appropriate reference). Noise sensitive receptors will be identified through a review of aerial photography.

- Using the Federal Highway Administration’s Roadway Construction Noise Model (RCNM), assess potential noise impacts associated with project construction. The evaluation will include consideration of the dates, times, and equipment to be used in the construction project. Stantec does not propose to evaluate impacts due to traffic, as this assessment focuses only on construction noise.
- Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided.
- Stantec will provide a written construction noise memorandum for this project that includes the data, analysis, and results of the study. This memorandum will cover construction noise only and does not include preparation of a project Noise Study Report (NSR) or Noise Abatement Decision Report (NADR).

An administrative draft construction noise technical memorandum will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft construction noise technical memorandum for review by Caltrans. Stantec will address comments provided by Caltrans and submit a final construction noise technical memorandum to Caltrans for review and approval.

Deliverables: Electronic copies of administrative draft, revised draft, and final construction noise technical memorandum

Optional Task 2.20: Construction Traffic Memorandum

If required by Caltrans, Stantec will prepare a traffic and transportation technical memorandum in accordance with the guidelines contained in Caltrans’ Standard Environmental Reference. The memorandum will describe existing traffic operating conditions, including the Level of Service (LOS) and the average daily volumes of traffic using adjacent local roads, and will present traffic handling alternatives that could be used during project construction. The memorandum will include a discussion of the LOS and other environmental considerations (e.g., distance and operating conditions) associated with alternative routes. The memorandum will also include discussions of the impacts of project construction on emergency response, school bus routes, public transit routes, and pedestrian and bicycle traffic using data contained in the Humboldt County General Plan as well as other relevant planning documents.

An administrative draft technical memorandum will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft technical memorandum for review by Caltrans. Stantec will address comments provided by Caltrans and submit a final technical memorandum to Caltrans for review and approval.

Deliverables: Electronic copies of administrative draft, revised draft, and final traffic and transportation technical memorandum

Optional Task 2.21 Section 4(f) Documentation - The project has potential to encroach on a public recreational facility (Hammond Coastal Trail). For purposes of this scope of work, it is anticipated that the project would meet the requirements for a Section 4(f) de minimis impacts. De minimis impacts on publicly owned parks and recreation areas are defined as those that do not adversely affect the activities, features, or attributes of the 4(f) resource. The official(s) with jurisdiction over the property must provide written concurrence that the project will not adversely affect the activities, features, or attributes that qualify the property for protection under 4(f), and the public must be afforded the opportunity to review and comment on the effects of the project on the identified 4(f) resource(s).

Stantec will consult with Caltrans to determine the desired format and content of the de minimis technical memorandum. Stantec will draft a technical memorandum to substantiate that the project will not adversely affect the activities, features, or attributes that qualify the property for protection under 4(f). As part of this effort, Stantec will assist the County with performing coordination with the affected public land manager (Humboldt County Parks,

County, McKinleyville Community Services District). The summary of conversations and copies of written correspondence with public land manager(s) will be included in the technical memorandum. An administrative draft technical memorandum will be submitted to Mark Thomas/County for review and comment. After Mark Thomas/County comments are addressed, Stantec will submit a draft technical memorandum for review and approval by Caltrans. Caltrans will then forward to the official(s) with jurisdiction and will be responsible for subsequent coordination and public noticing in coordination with the County.

Deliverables: Electronic copies of administrative draft, draft, and final Section 4(f) de minimis technical memorandum

Optional Task 2.22: Prepare Community Impact Assessment Report

Stantec will prepare a Community Impact Assessment (CIA) report that evaluates possible community and land use impacts related to the project. Potential impacts include long-term changes in use and traffic patterns associated with the improved facility. As part of the initial public outreach, Stantec will assist Mark Thomas/County within seeking input from local residents on potential community-related impacts.

If determined to be necessary, Stantec will provide an assessment on farmland impacts that describes agricultural operations in the study area and discusses potential impacts. This assessment would provide a quantitative discussion on the amount of any farmland to be converted to non-farmland use; and would generally assess the value of the farmland using available agricultural reports for the County. Stantec will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract, the *Soil Survey for Humboldt County, California*, and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. If necessary, Stantec will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) for the County to submit to the local Natural Resource Conservation Services (NRCS) office.

The CIA will include documentation of all outreach and communications, clearly describe the relevant existing conditions, the potential impacts of the project on the community and land use, the extent of the identified impacts, and potential solutions to best avoid, minimize, or mitigate for any adverse impacts. No public surveys will be performed as part of this task other than the communications specifically described above. The CIA will be prepared for the use of the County and Caltrans, but this task does not include circulation of the CIA for public comment or stakeholder review; the results will be summarized in the CEQA document.

An administrative draft CIA report will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft CIA for review by Caltrans. Stantec will address comments provided by Caltrans and submit a final CIA report.

Deliverables: Electronic copies of administrative draft, draft, and final CIA report; Farmland Conversion Impact Rating (Form AD 1006) (if needed)

Optional Task 2.23: Riparian Mitigation and Monitoring Plan - If onsite mitigation is required for project impacts, Stantec will prepare a riparian mitigation and monitoring plan (mitigation plan). The mitigation plan will include the following elements: responsible parties; an onsite compensatory strategy, including proposed revegetation ratios and a quantification of area needed to meet anticipated mitigation needs; mitigation site location and characteristics (jurisdictional areas, aquatic functions, hydrology/topography, soils/substrates, vegetation); conceptual planting design; revegetation plans and native plant palette including target species to be planted; nature and source of propagules; long-term management; monitoring requirements, including methods, schedule, and photo-documentation; remediation measures; and final success criteria. The intent of the plan is to provide replacement of the functions and values of the riparian wetlands that would be filled as a result of the project.

An administrative draft mitigation plan will be submitted to Mark Thomas and the County for review and comment. After the Mark Thomas and County comments are addressed, Stantec will submit a draft mitigation plan for review by Caltrans. Stantec will address comments provided by Caltrans and prepare a final mitigation plan. The final mitigation plan will be included with the permit applications for final permitting agency approval.

Deliverables: Electronic copies of administrative draft, revised draft, and final mitigation plan

Optional Task 2.24: Floodplain Evaluation Report -- In the event of identified floodplain encroachment, a Floodplain Evaluation Report will be prepared by Stillwater Sciences to support the necessary environmental documentation (EA/FONSI or EIS). It will include a detailed project description, accompanied by a strip map illustrating the project footprint and encroachments within the base floodplain. A thorough analysis of alternatives to avoid encroachment will be presented, considering factors such as practicality, cost-effectiveness, and environmental impact. The Hydraulic Engineer will conduct a risk assessment per 23 CFR 650, Subpart A, providing detailed risk information for each encroachment. The report will then assess the potential impacts of the project on the floodplain, including the potential to support incompatible development and impacts on natural and beneficial floodplain values. Finally, it will propose comprehensive mitigation measures to minimize these impacts and preserve floodplain functions, incorporating strategies such as habitat restoration and best management practices.

TASK 3. COMMUNITY AND STAKEHOLDER OUTREACH

Mark Thomas will support the County with community and stakeholder outreach for the project. As the bridge type has already been identified it is expected that any public outreach will be limited and focused on educating the public on the purpose and need of the project and on final design elements such as railings, trail amenities, and other architectural or user experience elements.

Task 3.1 Community Outreach - Mark Thomas will attend in-person and provide technical support to County staff for public outreach and community meetings to obtain input on specific issues. The County will take the lead on organizing and leading the meeting, including production of any graphic boards or handouts. In addition to attending the meetings, Mark Thomas will collaborate with the County in a “pre-meeting planning session” via teleconference to help determine strategies and agenda. This task assumes two (2) community outreach events.

Task 3.2 Project Graphics and Exhibits – To further support the County’s Outreach and communication, Mark Thomas will provide project information and graphics to the County. This can include plans, exhibits, PowerPoint slides as well as 3 to 4 photo simulations that are part of task 2.1. It is assumed that the exhibits and graphics will be items that have already been developed as part of the design and would only require minor editing and polishing for public use.

DELIVERABLES

- 3A: project exhibits and graphics (pdf or jpeg)

TASK 4. SURVEY AND BASEMAPPING

Task 4.1 Aerial Mapping – Mark Thomas will set up to six (6) primary project control points that will be utilized for aerial mapping. The survey team will prepare 1"=20' scale surveys for digital orthophotography and field topographic surveys using the County's control network and the vertical datum shall be NAVD88 and the horizontal datum shall be the California State Coordinate System NAD83, Zone 1. The survey will meet Caltrans Third Order of Accuracy as defined in the Caltrans Survey Manual Chapter 5 "Classifications of Accuracy and Standards" 2015.

Using the survey control established by Mark Thomas, subconsultant Aerotech Mapping will fly aerial surveys, to provide 1"=20" scale topographic mapping with planimetric lines and digital orthophotography. The area for aerial mapping will be a 150' swath along the Hammond Trail Bridge over the Mad River and extending 400' on each side of the Mad River.

Task 4.2 Supplemental Topographic Survey

Mark Thomas has allocated three (3) days of field work to conduct additional supplemental topographic surveys which will include identifying the locations of trees 4" in diameter and larger, tie-in areas, above ground visible utilities, and a 50'x200' area for potential parking lot improvements. The limits of the survey are assumed to be within the 150' swath described in Task 4.1 and will be within approximately 100ft width of McKinleyville Community Service District (MCSD)/County right of way and easement extending 400 ft from Mad River Rd on the south to 1000ft north of the Mad River.

It is assumed that all the supplemental topographic surveys can be done within County and MCSD right-of-way and that neither encroachment permits nor traffic control will be required.

Task 4.3 Right-of-way Delineation (Land Net) – Mark Thomas will request record mapping and deeds from the County and obtain relevant title reports to delineate relevant right-of-way and easements. Mark Thomas will also conduct document search, review record maps, notes, field books, deeds and preliminary title information to determine such limits. Right-of-way and easement lines will be provided in AutoCAD Civil 3D and will also include survey control, assessor parcel numbers, and owner's names. This drawing will be known as the project "Landnet". The limits of the right-of-way delineation will be along the Hammond Trail, 1000 ft North of the Mad River, and 400 ft south of the Mad River. The Landnet will include showing adjacent parcels APN 506-341-17, APN 508-031-01, APN 506-341-20, APN 508-031-11.

Mark Thomas will perform a field survey to locate necessary monumentation based on publicly available Survey Records from Humboldt County, along with other physical evidence to establish property lines and right of way lines. It is assumed centerline and boundary monuments of record and/or reference thereto exist and complex boundary resolutions outside the project area will not be required. Should monuments be missing, a material discrepancy be found or evidence of a dispute with adjoiners be discovered, Mark Thomas will stop work under the current scope and promptly discuss options with the County to establish a path forward. Once the locations of the property lines and right-of-way lines are established from the field evidence collected, Mark Thomas will plot these lines in a digital CAD file to be incorporated in the base mapping. The Landnet will contain property and right-of-way lines along with existing easements discovered in the title reports.

It is assumed that the County will purchase and provide Mark Thomas with the required Preliminary Title Reports to establish the Land Net.

DELIVERABLES

- 4A: Aerial photography imagery
- 4B: Survey Base Map (ACAD Civil 3D)

- 4C: Right-of-way Land Net (ACAD Civil 3D)

TASK 5. RIGHT OF WAY ACQUISITION AND UTILITY COORDINATION

Task 5.1 Right of Way Engineering

Mark Thomas will coordinate with Monument for right of way acquisition and agreements, including any Temporary Construction Easements, Maintenance Agreements, Consent to Common Use Agreements, or Permit to Enter and Construct Agreements.

Mark Thomas will provide Monument project extents and define permanent and temporary right of way needs; Mark Thomas will provide technical exhibits and project descriptions for the agreements. Acquisition exhibits will be included showing current right of way and property lines, encumbrances & easements discovered in preliminary title reports, acquisition area & limits, topographic data, and aerial imagery.

Caltrans Right-Of-Way Sheets

Monument will coordinate with the County and Mark Thomas to confirm right-of-way acquisitions resulting from the proposed design. Additionally, Monument will provide information about existing conditions including ownership, land use, and any existing rights or encumbrances known to exist on the affected properties. The specific steps Monument will take to determine impacts and estimate costs are as follows:

- Coordinate with the Design Team to confirm new property and rights required to construct the project.
- Use publicly available data, aerial imagery, and other real estate resources to confirm ownership, land use, zoning, lot size, and improvements for each affected property.
- Determine the size and location of permanent and temporary rights required based on information provided by the Design Team.
- Perform a desktop inspection of properties to confirm the probable acquisition type and confirm whether any consequential acquisitions or damages could result.
- Estimate the total capital cost of acquisition for all affected parcels including permanent and temporary easement costs, severance damages (if applicable) and other applicable fees.
- Estimate the total support cost for all parcels including appraisal fees, title and escrow fees, hazardous material investigations costs, and acquisition/negotiation costs.
- Incorporate estimated utility protection/relocation costs provided by the Design Team or others.
- Escalate costs to anticipated right of way acquisition date.
- Prepare a draft Caltrans Right of Way Data Sheet using Caltrans Exhibit 17-EX-21 (Right of Way Data Sheet for Local Public Agencies)
- Update the RWDS based on comments from the Design Team and submit a final Draft RWDS to the County.
- Respond to comments from the County and Caltrans R/W as necessary, and make the necessary updates to the Data Sheets

Assumptions:

- Mark Thomas will provide a graphic depiction of the proposed right of way needs in PDF format, including the proposed acquisition and/or easement area for each affected parcel.
- Mark Thomas will either provide digital files from which the proposed acquisition areas can be determined in GIS or provide calculated acquisition areas for each affected parcel.
- Mark Thomas will provide estimated costs for relocation of affected utility facilities for incorporation into the Data Sheets.

- The County will provide additional information necessary for the completion of the Data Sheet such as a Project Description, EA Number, Post Mile, R/W Engineering data, Haz Mat information, R/W Schedule (Milestones), etc.
- RWDS will require up to 2 updates based on comments from the County and Caltrans

Deliverables: Caltrans Right of Way Data Sheets for up to 2 build alternatives.

Appraisals

All appraisals and appraisal reviews used for the acquisition of real property will be prepared in accordance with 49 CFR Part 24 and the Uniform Standards of Professional Appraisal Practice (USPAP). A single self-contained appraisal report will be prepared for each property acquisition that will contain relevant project-related data, subject property information, market comparables, and an analysis of the appraiser's value conclusions.

During the appraisal process, Monument will be responsible for the following tasks:

- Prepare appraisal scope, fees, and timing on a property-by-property basis.
- Issue appraisal notices to property owners. Conduct field reviews of property issues with appraisers.
- Make weekly contact with appraisers to update progress.
- Review appraisals for quality; request changes/additions as necessary or based on preliminary communication with the County. Complete memo indicating appraisal received and forwarding for review.

Appraisals will be prepared in accordance with USPAP requirements, and, at a minimum, contain the following requirements:

- Adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property).
- Items identified as personal property.
- Statement of the known and observed encumbrances, if any, location, zoning, present use, an analysis of highest and best use, and at least a five-year sales history of the property.
- All relevant and reliable approaches to value consistent with established federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there is to be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
- A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source, and method of financing, and verification by a party involved in the transaction.
- Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property where appropriate.
- The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Deliverables: Up to 3 appraisal reports.

Appraisal Review

Review appraisals will be provided for each appraisal, in accordance with State and Federal law and County policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
 - Subject of the appraisal review assignment.
 - Effective date of the review.
 - Property and ownership interest appraised (if any) in the work under review.
 - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to the County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.
- Deliverables: Up to 3 appraisal reviews.

Acquisition and Negotiation

Based on our understanding of the project and information provided by the County, Monument assumes that the Project will require the acquisition of property rights from 3 owners. All tasks will be performed in accordance with applicable Federal, State and local regulations, and the County's internal policies and procedures. Specifically, Monument will:

- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to facilitate effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss the valuation of the property interests, gather information for consideration and address any questions or concerns that may arise during the acquisition process.

- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination – Coordinate opening of escrows, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the County. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the County for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the County with the original acquisition file as well as electronic copy of files for future audit purposes.

Deliverables: Up to 3 executed Agreements and Deeds/Easements.

Certification

Monument will assist the County with the preparation and submission of all required Caltrans Right-of-Way Certification forms and supporting documents. Monument will coordinate with Caltrans staff to address any questions or concerns and will assist the County with the ultimate acceptance and approval of the Certification. Specifically, Monument will:

- Draft, review and revise Right-of-Way Certification forms.
- Compile and submit all supporting property acquisition, relocation, and other applicable documents.
- If necessary, coordinate with relevant parties to compile and submit utility coordination back-up documents.
- Coordinate with Caltrans staff to facilitate timely review and approval of Certification.
- Coordinate and attend up to 3 meetings with Caltrans staff to review and discuss Certification forms and/or supporting documentation.
- Hold up to 3 meetings with the project team to monitor certification progress and schedule.

Deliverables: Approved and accepted Caltrans Exhibit 13-B (Right-of-Way Certification) or equivalent required Caltrans forms.

Assumptions

1. Preliminary Title Reports to be provided by others.
2. Appraisal mapping and legals & plats to be provided by others.
3. Project Management coordination to include one kickoff meeting and two status meetings per month for a six-month duration.
4. 60 Day negotiating period from date of first written offer.
5. One offer package per impacted property/owner.
6. Does not contain fees for condemnation support or utility coordination.

Task 5.2 Legal Descriptions and Plats - Mark Thomas will draft up to five (5) legal descriptions and 8.5"x11" plats for permanent and temporary right of way needs, and Temporary Construction Easements (TCE). Legal descriptions and plats will undergo one review by the County before being signed and stamped by a Mark Thomas Licensed Land Surveyor.

Task 5.3 Acquisition Limits & Cut/Fill Staking

Mark Thomas has allocated up to three (3) days of field work to set stakes for proposed acquisition limits and proposed cut/fill limits to aid in negotiations and for landowner inspection. Stakes will be set at beginning, end, BC, EC and angle points. It is assumed only one set of stakes will be set for each proposed acquisition line and/or cut/fill line.

Task 5.4 Utility Base Mapping and Coordination

Mark Thomas and Monument will provide utility coordination for the project. Utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals.

Mark Thomas will perform Subsurface Utility Engineering (SUE), Quality Level C (QL-C), within the project limits. This consists of correlating the above ground visible utilities collected in the Aerial Mapping and Supplemental Topographic Survey tasks and information shown on existing utility records.

Mark Thomas will obtain records and generate a list of utility owners through a proprietary utility database called CivilGrid. Utility owners identified without having record maps in the database will be sent utility request letters ("A" letters). Mark Thomas will then create and update a utility matrix for the project to track the status of record requests. Cost to obtain records from CivilGrid have been included in ODC's.

All mapping that will be obtained for this task will be sent to the design team and the matrix will be provided. Mark Thomas will follow up once with utility companies that have not responded and provide additional mapping received up to 60 days after A letter submittals.

Mark Thomas will take the utility mapping provided and plot it into a utility base map. Underground utility mark out and detection is excluded under this scope of work. Utilities will be drafted against above ground surface visible utilities collected during topographic surveys and updated once supplemental surveys are completed. Monument will draft and issue Relocation Claim Letters to the utility owners affected within the project limits. This process includes overseeing the coordination of relocation plans as deemed necessary. Monument will actively engage with the County to obtain their concurrence, keeping all stakeholders well-informed throughout the process.

In instances where utility relocation is not necessary due to alignment with the project, Monument will issue No Conflict letters to the Owner, officially closing the utility files for those entities.

In summary, Monument's Utility Relocation Support encompasses the following comprehensive services:

- Monument will serve as the primary liaison with utility owners identified on the utility plans.
- Obtain and organize utility facility maps.
- Actively engage in monthly Project Development Team (PDT) meetings, with an estimated participation of 18 meetings.
- Collaborate with the County and design team to help identify and verify facilities considered in conflict.
- Coordinate with the County and design team in preparing the conflict matrix and exhibits required for utility companies with conflicting facilities.
- Prepare and send the Relocation Claim Letters, facilitating the verification of utility easements and initiation of relocation plans (estimated issuance of 2 letters).
- Determine if utility companies hold prior rights for each conflicting utility. (estimated for 3 conflicts).
- Plan and facilitate meetings among utility owners and the design team as needed to discuss project design, utility conflicts, relocation alternatives, and conflict resolution plans (estimated 6 meetings).
- Collaborate with the design team for the review and approvals of all submittals.
- Obtain detailed relocation plans and, if necessary, cost estimates from utility owners.
- Draft and issue Notice to Owner to relocate (estimated issuance of 2 notices).
- Draft and issue no-conflict letters for facilities not impacting proposed improvements.
- Draft meeting agendas and minutes.
- Provide utility portion of Caltrans Certification.
- Assemble and deliver the final close-out file for the utility relocation process.

Mark Thomas will also coordinate with subconsultant/contractor to perform utility potholing to confirm locations of utilities. Based on available information, Mark Thomas believes that the MCSD recycled water line is the only utility in the project vicinity that will require coordination and relocation and that the power poles at the south and north ends of the project will not be impacted. To verify location and depth it is assumed that up to five (5) one-foot by one-foot by 8-foot deep potholes will be needed at an estimated cost of \$1,500 per pothole.

DELIVERABLES

- 5A: Five (5) signed and stamped legal descriptions and plats
- 5B: Five (5) acquisition exhibits
- 5C: Utility Base Map (ACAD Civil 3D)
- 5D: Utility Pothole Plan and Potholing Report (PDF)
- 5E: Utility Conflict Map and Matrix (PDF, updated at each plan milestone submittal)

TASK 6. PRELIMINARY ENGINEERING (35% PLANS)

Task 6.1 35% Plans

After approval of the GAD, the Mark Thomas team will prepare 35% plans. The intent of the 35% design is to update the current bridge General and Foundation Plans to incorporate the requirements established in the environmental

document and expand the drawings to show all the major elements of the project in enough detail to allow the County to review and comment. This will include trail plan and profile drawings, typical sections, construction details at conform points, construction area signs, utility plans, drainage plans, erosion control plans, layout and outline of bridge elements. Construction details such as concrete reinforcement, bearing details, railing details, etc. will not be included in this design phase.

Additionally, the 35% design task will focus on better defining areas of the project that were uncertain in the Type Selection Report, mainly:

- The abutment foundations required for lateral spreading and scour
- Extents of rock slope protection at abutments
- Railing design
- Further confirmation of cost and logistics for shipping precast girders
- Improvements for parking lots and trail access control (see further discussion in task 2.1)

Below is the anticipated sheet list for the 35% design:

Sheet Type	# of Pages
Cover Sheet	1
General Notes	2
Key Map	1
Typical Cross Sections	2
Site Demolition Plan	3
Layout Plan	3
Profile and Superelevation Diagram	3
Construction Details	2
Contour Grading	2
Drainage and Utility Plans	3
Erosion Control Plans	3
Water Pollution Control Plans	2
Construction Area Signs	2
Trail Detour/Closure Plans	2
Bridge Plans	12
Planting Plan Layout	3
Conceptual Recycled Water Line Relocation *	2
Total	48
<p><i>*Recycled waterline plans will include a conceptual alignment of new pipe and provisions on structure for future installation of the pipe. Actual details of the pipeline will not be provided.</i></p> <p><i>**Demolition Plans identify the existing components that are to be removed (e.g. existing trail, existing embankment, existing bridge, etc). Detailed plans for demolition of the existing bridge will be the responsibility of the contractor</i></p>	

The 35% plans will be a partial set and more sheets will be added as the design progresses through the 65%, 95% and 100% design phases.

Mark Thomas will also prepare a preliminary construction cost estimate that will identify construction work items, quantities, unit costs, and summarize the estimated total Project cost, including allowances for supplemental work, owner-furnished materials, expenses, mobilization, and contingencies.

Task 6.2 Subsurface Investigation and Updated Preliminary Foundation Report - To supplement the existing boring data, Crawford will complete the following additional subsurface exploration to support the final foundation design recommendations:

- One channel boring in the river channel near a proposed intermediate support location. This boring will extend approximate 150 feet below the channel bottom.
- Two Cone Penetration Test (CPT) borings (one at each proposed abutment) to depths in the order of 80-90 feet to supplement existing boring data, evaluate shear wave velocity and confirm depth to the bearing layer.
- A geophysical survey consisting of two Multichannel Analysis of Surface Wave (MASW) seismic profiles approximately 200 feet long, along the southern and northern side of the river channel to determine the average shear wave velocity within the upper 100 feet of the soil profile (lines would run through Abutment 1 and Bent 3 of Alternative 1). Preliminarily, it appears one line could be completed along the banks on the south side of the channel, and another could be completed along the gravel bar on the northside of the channel during low flow periods (i.e., summer to early fall). Property owner right-of-entry (ROE) and vegetation clearing would be needed for access to complete these tests.

For the over water boring, the drilling contractor will advance the boring via a barge-mounted drill rig using rotary wash methods. Temporary steel casing will be set into the channel bottom and drill fluids recirculated through a closed system during drilling. The drill cuttings will be drummed and disposed of off-site. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. Sampling will be completed every 5 feet in the upper 100 feet and every 10 feet below 100 feet. A tide gauge will be used to correct for water surface elevation changes during drilling. Crawford will deliver the samples to the laboratory for strength and classification testing. The borings will be backfilled per County requirements.

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory boring (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and lateral capacity;
- Unconfined Compression and/or Direct Shear testing, for bearing resistance and lateral capacity;
- Sieve Analysis and Plasticity Index for soil classification; and
- Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis.

Resource agency permits will be required for boring in the channel and obtaining these permits is included in Task 2.12. The following additional permits for the borings will be obtained during this phase by Crawford:

- Humboldt County Environmental Health Permit for the borings;
- Humboldt County Encroachment Permit; and
- Determine exploration locations, site access, and mark exploration locations for USA North 811.

Depending on the timing of resource agency permits relative to the allowable work windows in the river, the subsurface explorations may be performed in multiple stages with land-based borings first and river borings done at a later stage in the design.

Using the information obtained from the subsurface explorations, Crawford will update the existing Preliminary Foundation Report.

Task 6.3 Updated Preliminary Hydraulics Report - Building on the analysis completed in Task 2.12 and preceding 35% design task, Stillwater will update the Preliminary Hydraulics Report to incorporate design refinements and any additional hydraulic data that align with the current design stage. This report will integrate previous results to validate compliance with Caltrans and FEMA hydraulic design criteria, assessing any modifications to water surface elevations, floodplain boundaries, and freeboard requirements based on the updated design inputs.

DELIVERABLES

- 6A: 35% plans (PDF)
- 6B: 35% estimate (PDF and excel)
- 6C: Updated Preliminary Foundation Reports (PDF)
- 6D: Updated Preliminary Hydraulic Report (PDF)

TASK 7. 65% PS&E

Task 7.1 65% PS&E - After resolving all comments from the County and stakeholders on the 35% design package, Mark Thomas will prepare a 65% Plans, Specifications, and Estimates (PS&E) package and submit it to the County for review and comment. The 65% design represents a mostly complete, but unchecked plan set that will provide enough information to evaluate the majority of the project elements in detail. Specifications will use the latest Caltrans Standard Specifications, supplemented by special provisions provided by Mark Thomas following Caltrans standard practice. It is assumed that the County will provide the front-end “boilerplate” specifications and contract bid book documents and forms. The 35% cost estimate will be updated to reflect the 65% plans.

The following is the anticipated sheet list for the 65% submittal:

Sheet Type	# of Pages
Cover Sheet	1
General Notes	2
Key Map	1
Project Control	1
Typical Cross Sections	3
Site Demolition Plan**	3
Layout Plan	3
Profile and Superelevation Diagram	3
Construction Details	8
Contour Grading	4
Drainage and Utility Plans	3
Drainage Details	4
Erosion Control Plans	3
Trail Closure/Detour Construction Plans	2
Pavement Delineation and Sign Plan	2
Bridge Plans	24
Planting Plan Layouts	3
Planting Details	3
Irrigation Layouts	3
Irrigation Details	2

Recycled Water Line Relocation Plans*	2
Total	80
<i>*Recycled water line plans will include a conceptual alignment of new pipe and provisions on structure for future installation of the pipe. Actual details of the pipeline will not be provided.</i> <i>**Site Demolition Plans identify the existing components that are to be removed (e.g. existing trail, existing embankment, existing bridge, etc). Detailed plans for demolition of the existing bridge will be the responsibility of the contractor.</i>	

Upon completion of the 65% PS&E submittal, Mark Thomas will coordinate and conduct a site visit with County staff to review the plans in the field, verify critical project elements, and discuss any necessary refinements prior to development of the 95% PS&E.

Task 7.2 Draft Foundation Report –

For this task Crawford will:

- determine exploration locations, determine site access, and mark our exploration locations for USA North 811;
- obtain a Humboldt County Environmental Health Permit for our borings;
- obtain a Humboldt County Encroachment Permit; and
- coordinate with Stantec, as needed, regarding any/all required resource agency permits in order to complete our borings.

To supplement the existing boring data, Crawford proposes to complete the following additional subsurface exploration to support the final foundation design recommendations.

- One boring in the river channel near a proposed intermediate support location. This boring will extend approximate 150 feet below the channel bottom. Depending on the timing of resource agency permits acquisition, this boring will likely be conducted at a later date than the other proposed field work, requiring a separate mobilization. The boring will be completed from a barge (approximately 26 feet by 17 feet) that will be launched about 1 mile downstream at the Mad River Beach boat ramp. Per the barge drilling subcontractor, a minimum of about 4 feet of water depth will be required to operate the barge. Based on information provided by Humboldt County, previous drilling work from a barge at this site required river flows of 1,000 to 3,000 cubic feet per second (cfs), which typically occurs in the winter through late spring months, so it is expected the work window for this boring will approximately be between January and May.
- Two Cone Penetration Test (CPT) borings (one at each proposed abutment) to depths in the order of 80-90 feet to supplement existing boring data, evaluate shear wave and confirm depth to the bearing layer.
- A geophysical survey consisting of two Multichannel Analysis of Surface Wave (MASW) seismic profiles approximately 200 feet long, along the southern and northern side of the river channel to determine the average shear wave velocity within the upper 100 feet of the soil profile (lines would run through Abutment 1 and Bent 3 of Alternative 1). Preliminarily, it appears one line could be completed along the banks on the south side of the channel, and another could be completed along the gravel bar on the northside of the channel during low flow periods (i.e., summer to early fall). Property owner right-of-entry (ROE) and vegetation clearing would be needed for access to complete these tests.

For the over water boring, the drilling contractor will advance the boring via a barge mounted drill rig using rotary wash methods. Temporary steel casing will be set into the channel bottom and drill fluids recirculated through a

closed system during drilling. The drill cuttings will be drummed and disposed of off-site. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. Sampling will be completed every 5 feet in the upper 100 feet and every 10 feet below 100 feet. A tide gauge will be used to correct for water surface elevation changes during drilling. We will deliver the samples to the laboratory for strength and classification testing. The borings will be backfilled per County requirements.

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory boring (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and lateral capacity;
- Unconfined Compression and/or Direct Shear testing, for bearing resistance and lateral capacity;
- Sieve Analysis and Plasticity Index for soil classification;
- Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis; and
- R-value for pavement design.

Crawford will perform engineering evaluation and analysis (using computer software where applicable) for the following: pile axial/lateral resistance including downdrag; pile drivability analysis (for CISS piles if selected); embankment settlement; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria; liquefaction potential; lateral spreading analysis; lateral earth pressure and coefficient of friction to resist sliding; and soil corrosivity.

This task also includes a site-specific ground motion study (due to presence of potentially liquefiable soils) that will be completed by Earth Mechanics, Inc. (EMI) as a DBE subconsultant to Crawford. EMI will perform a ground motion study following Caltrans guidelines for Site-Specific Dynamic Ground Response Analysis (Caltrans, 2023). The study will include the following:

- Review geotechnical data provided by Crawford.
- Develop two generalized soil profiles for use in performing ground response analysis. One will represent the conditions at the abutments and the other will represent the supports within the river.
- Develop target ARS representing the design-level shaking in firm ground well below the liquefiable layers.
- Select eleven (11) horizontal competent startup time histories based on the controlling source information (e.g., similar magnitude and distance as the controlling event).
- Modify the startup time histories for compatibility with the target firm ground ARS.
- Develop models for ground response analysis based on the two generalized soil profiles, utilizing constitutive models that are suitable for simulating liquefiable soil behavior.
- Perform ground response analysis by inputting the target firm ground ARS-compatible motions at the base of the soil column and computing the resulting motions at the ground surface or mudline (and at various depths in between for documentation purposes). A total of 22 ground response analyses will be performed (2 models x 11 motions).
- Develop a design ARS based on the ground motions computed at the ground surface and mudline from the two models.
- Provide a plot comparing the resulting ground surface design ARS with design ARS developed using Caltrans ARS Online for non-liquefied conditions (e.g., Figure 4 of the 2024 PFR by Crawford, or an updated version).

A technical memorandum presenting EMI's analysis procedure, results, and recommendations will be included in the foundation report as an appendix.

This task assumes the following:

- A private utility locator is not needed; utility locations will be based on USA North 811 member markings only.
- Permits, other than the Humboldt County Encroachment and Environmental Health Permits, will be obtained by others. Crawford will provide information to assist in the acquisition of other required permits, as needed.
- The fee associated with the Humboldt County Encroachment Permit will be waived.
- Rights-of-entry will be obtained by others and provided to Crawford prior to Task 2.2.
- Drill cuttings will be contained and disposed of offsite.
- Completed CPT locations will be marked by Crawford after completion for others to survey. The river channel boring will be surveyed by others during the drilling operation.
- Scour analysis and tsunami analysis will be completed by others.
- Geotechnical services during bidding and construction are not included.

Task 7.3 Draft Hydraulic Report - Building upon the findings from Task 6.3 and the 65% project designs, Stillwater will prepare a comprehensive Draft Hydraulic Report. This draft will consolidate all hydraulic modeling and analyses performed to date, documenting methodologies, model updates, and any anticipated project impacts on hydraulic conditions as informed by the updated design. Additionally, a detailed scour analysis for piers and abutments will be included, assessing potential scour depths, bank stability, and erosion risks under the modeled flood conditions. The Draft Hydraulic Report will be submitted for stakeholder and regulatory review, ensuring alignment with Caltrans and FEMA requirements.

Task 7.4 Draft Drainage Report - Mark Thomas will develop a draft drainage report using the Rational Method to analyze the existing drainage facilities and drainage patterns in the area and to determine the proposed facilities needed to effectively manage trail runoff and accommodate the proposed improvements.

The drainage pattern will be mapped from topographic surveys and as-built information from the County. Proposed drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. It is assumed that the proposed design will maintain and perpetuate existing drainage patterns, and any drainage collected along the trail will be outlet into the river with appropriate erosion control.

DELIVERABLES

- 7A: 65% plans (PDF)
- 7B: 65% Engineers Estimate (PDF and Excel)
- 7C: Outline Special Provisions (PDF)
- 7D: Draft Foundation Report (PDF)
- 7E: Draft Hydraulic Report (PDF)
- 7F: Draft Drainage Report (PDF)
- 7G: Updated Utility Conflict Matrix (PDF)
- 7H: Site Visit Summary Notes and Marked-Up 65% Plan Sheets (PDF)

TASK 8 95% PS&E AND BRIDGE INDEPENDENT CHECK

Task 8.1 95% PS&E/Bridge Independent Check - After resolving County comments on the 65% design package, Mark Thomas will prepare a 95% PS&E package. The 95% design represents a complete and fully checked plan set that will

provide detail on all elements of the project. All plans, specifications, estimates and reports will undergo detailed QC/QA review in accordance with Mark Thomas's Quality Management System. This will include an interdisciplinary review conducted by all design consultants on the project as well as a constructability review conducted by Mark Thomas's Construction Management Team.

The bridge structure will be independently checked in conformance with Caltrans bridge design practice.

Task 8.2 Final Foundation Report -

Crawford will prepare a Foundation Report (FR) for the new bridge structure (consistent with current Caltrans guidelines/format) for review and comment by the design team. The report will include updates to the structure configuration and loading made by Mark Thomas between the 35% and 65% designs.

The report will provide a site/project description, summarize site geology and geologic reconnaissance, subsurface exploration and field and laboratory soil tests, discuss scour considerations as applicable (based on Hydraulics Report prepared by others), and include a "Log of Test Borings" (LOTB) drawing with Crawford's explorations (the existing subsurface data will be appended as is to the FR). Earth materials and foundation conditions will be discussed including seismic criteria and the site-specific design ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge foundation elements, recommendations for structure approach embankments and pavement design, and include construction considerations.

Crawford services for this task also include allowance for the Caltrans review process to respond to review comments if/as needed. We will contact Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report.

Following receipt of all Draft FR review comments and concurrence with Caltrans, Crawford will prepare and submit a Final FR incorporating the comments and updated design loads from Mark Thomas, as necessary. The FR will be submitted electronically as a PDF file.

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (65% or 95%) and final (100%) plans/specifications and provide comments to the design team.

Task 8.3 Final Hydraulic Report - Following stakeholder review of the Draft Hydraulic Report in Task 7.3 and any necessary adjustments to address comments, Stillwater will finalize the hydraulic analysis documentation. The final document will include a comprehensive scour analysis of piers and abutments, outlining any required mitigation measures to address potential scour and evaluate structural stability. The Final Hydraulic Report will incorporate updates from the 95% design task, affirming compliance with regulatory standards and providing a complete project record for regulatory submission and approval.

Task 8.4 Final Drainage Report - The Draft Drainage Report will be updated to address any comments received and any final changes to the project design.

DELIVERABLES

- 8A: 95% plans (PDF)
- 8B: 95% Engineers Estimate (PDF and Excel)
- 8C: 65% Draft Special Provisions (PDF)
- 8D: Final Foundation Report (PDF)
- 8E: Final Hydraulic Report (PDF)
- 8F: Final Drainage Report (PDF)

- 8G: Updated Utility Conflict Matrix (PDF)

TASK 9 100% PS&E

Task 9.1 100% PS&E and Reports - After receiving County comments on the 95% design package, Mark Thomas team will prepare 100% PS&E package to address and resolve the comments. The 100% PS&E is a complete, signed and sealed bid-ready package ready for advertisement. The technical reports will also be updated to reflect any comments received. If no comments are received, the same documents from Task 8 will be resubmitted for convenience so that all design submittals are contained in the same location.

Task 9.2 Ready to List Certification – As the project is not an on-system Caltrans project, it is assumed that a Caltrans Ready to List Certification form and associated documents will not be required. It is assumed that the County will take the lead in coordinating with Caltrans and CTC for obtaining authorization to advertise the project. As part of the final design close out Mark Thomas will assemble the RE Pending File and Survey File and send it to the Resident Engineer and County.

Task 9.3 Conceptual Construction Schedule - Mark Thomas will prepare a conceptual construction schedule for the project that will consider various issues and constraints found during the final design process.

DELIVERABLES

- 9A: 100% Signed and sealed plans (PDF)
- 9B: 100% Engineers Estimate (PDF and Excel)
- 9C: 100 % Signed and Sealed Special Provisions (PDF and Word)
- 9D: Supplemental Bid Documents
- 9E: Signed and Sealed Final Foundation Report
- 9F: Signed and sealed Final Hydraulic Report
- 9G: Signed and Sealed Final Drainage Report (PDF)
- 9H: Right of Way Certification (PDF and Word)
- 9I: Hazardous Material Disclosure Document
- 9J: Draft Right of Way Certification
- 9K: RE Pending File and Survey File
- 9L: Conceptual Construction Schedule (PDF)

TASK 10 REGULATORY PERMITTING

It is anticipated that the project will require the following regulatory permits/authorizations. This task will be performed in parallel with the final PS&E design described in Tasks 6 through 9. It is anticipated that the permitting process would start after environmental clearance and the permits would be obtained prior to advertisement.

Task 10.1 Section 404 Permit (U.S. Army Corps of Engineers) - It is anticipated that the project will qualify for authorization under Nationwide Permit #14 (NWP 14) for Linear Transportation Projects. Stantec will prepare a pre-construction notification (PCN) and provide details on the anticipated project impacts (i.e., discharge of dredged or fill material) on waters of the United States, including wetlands. Mark Thomas will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material).

Stantec will provide a draft PCN to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the PCN to the USACE and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from USACE) during the PCN review process.

Task 10.2 Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board) - Stantec will prepare an application for water quality certification for the project for submittal to the Water Board. A copy of the Section 404 preconstruction notification may be attached to the application. Mark Thomas will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material). The County will be responsible for submitting the application to the Water Board and payment of the application fee.

Stantec will provide a draft water quality certification application to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the application to the Water Board (with applicable application fees) and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from the Water Board) during the application review process.

If requested, Stantec will request a “pre-filing meeting” with Water Board staff on behalf of the County as a requirement of the application submittal process. This meeting provides an opportunity for both the Applicant and Water Board staff to discuss and review the draft application packet, verify water quality impacts and possible mitigation. The pre-filing meeting may be conducted after staff’s initial review of the draft application and can be conducted in the field if appropriate. A copy of the USACE PCN may be attached to the application. Stantec will also complete the alternatives analysis (if required), with support from Mark Thomas. Mark Thomas will be responsible for providing Stantec with the project detail necessary to complete the analysis.

Task 10.3 Section 1600 Streambed Alteration Agreement (California Department of Fish and Wildlife) - Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County will be responsible for submitting the notification to the CDFW and payment of the notification fee. Mark Thomas will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material; area of vegetation removal).

Stantec will provide a draft notification package to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the notification package to the CDFW (with applicable notification fees) and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from CDFW) during the notification review process.

Task 10.4 Public Agency General Lease (California State Lands Commission) - The State of California maintains ownership of the bed of the Mad River, and placement of structures within the river requires a public agency general lease issued by the State Lands Commission (SLC). Stantec will assist the County with the preparation of a Public Agency General Lease application for submittal to the SLC. The SLC cannot approve a lease until the CEQA process has been completed. The County would be required to pay the required permit application fee to the SLC. Stantec will provide a draft application package to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the notification package to the SLC (with applicable application fees) and will be responsible for subsequent coordination. Stantec will be available to provide technical support (e.g., respond to questions from SLC) during the application review process.

Stantec will attend a Section 401 Application pre-filing meeting (if needed).

Task 10.5 Coastal Development Permit - It is recommended that the County, as approved by Caltrans, invite staff from the California Coastal Commission (CCC) to participate in the early project development phase to discuss jurisdictional issues, project scope, scheduling, required technical studies, potential impacts, project alternatives, and potential mitigation strategies. The goal is to confirm that the required technical studies and CEQA document, to the extent possible, address the potential concerns of the CCC in advance of the development permit application submittal. This is advisable to avoid excessive delays due to the need for additional technical studies, consideration of new alternatives, and re-circulating the CEQA document.

Once the CEQA document has been adopted and preliminary approval from the other regulatory agencies (i.e., CDFW, North Coast RWQCB) on the other permit applications has been secured, Stantec will assist the County with applying to the CCC for a coastal development permit. Stantec will provide a draft application to Mark Thomas/County for review and will address any comments. Once finalized, the County will submit the application to the CCC and will be responsible for subsequent coordination and public noticing. Stantec will be available to provide technical support (e.g., respond to questions and information requests from the CCC) during the application review process.

DELIVERABLES

10A: Draft and Final USACE Preconstruction Notification

10B: Draft and Final screening memorandum for biological and cultural resources

10C: Draft and Final Preconstruction Notification, 401 application, and CDFW notification package

10D: Draft and Final State Lands Commission Permit Application

10E: Draft and Final California Coastal Commission Coastal Development Permit Application

TASK 11 BID SUPPORT

Mark Thomas will assist and support the County as necessary during the bidding phase. This includes issuing necessary documentation and preparing addenda, revised drawings, updating quantity and cost estimates, and responding to bidder's Requests for Information (RFIs). After closing the bid period, Mark Thomas will prepare a conformed set of applicable contract documents and will include the original Bid Document as the base document and incorporate all revised items, such as drawings, technical specifications, and quantities issued as addenda.

This task assumes a maximum of 160 hours.

DELIVERABLES

- Addenda, revised drawings, revised specifications, and revised quantity and cost estimates
- Responses to Requests for Information *Unless specifically noted, all deliverables will be submitted electronically in pdf format*

TASK 12 DESIGN SUPPORT DURING CONSTRUCTION

Mark Thomas will provide design support during construction, respond to Contractor Requests for Information (RFIs), review construction submittals, and assess change orders and non-conformances by the contractor. Mark Thomas will attend progress meetings and coordinate with the County staff/Resident Engineer to provide support as needed. This task assumes up to two (2) site visits during construction.

DELIVERABLES

12A: Reviewed Shop Drawings and Technical Submittals (up to 2 revisions per submittal)

12B: Responses to Contractor Requests for Information (RFI's)

12C: As-built drawings based on Contractor-provided redlines

KEY ASSUMPTIONS

The following are key assumptions pertaining to the overall design work on the project:

- No lighting or electrical plans will be required as no lighting exists or is currently planned for the project.
- Landscaping will mainly be intended to reestablish any trees and vegetation that is removed or disturbed during construction. It is envisioned that landscaping would primarily consist of hardscaping and hydroseed and replacement trees. No irrigation will be provided and watering though the establishment period will be provided via water truck or drawing water from the river.
- General formatting of construction plans will follow Caltrans standard practice. All plan sheets will be developed using AutoCAD and Microstation submittals will not be required.
- The project performance period from Notice-to-Proceed to award of the construction contract will be no more than 30 months.
- Mark Thomas will provide accommodations for the future MCSD recycled waterline including blockouts and hanger supports on the bridge. The bridge plan general notes will clearly state any design assumptions related to the maximum load allowance for the anticipated recycled waterline. However, the plans will not include the actual steel pipe details and appurtenances as they are assumed to be designed and installed by MCSD at a later date.
- County and MCSD encroachment permit fees will be waived.
- Any fees for resource agency permits will be paid by the County.

ATTACHMENT B
COST PROPOSAL & SCHEDULE OF WORK

COST PROPOSAL FOR PROJECT SCOPE - County of Humboldt: Hammond Trail Bridge Project

<div><div><div></div><div></div></div><div>MARK THOMAS</div></div> <div><div>*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.</div></div>		KEY STAFF					Mark Thomas																						Subconsultants					TOTAL COST (LOADED)
		Sr. Project Manager J. Hickey (Associate In Charge) \$313	Sr. Technical Lead M. Moore (QA/QC) \$246	Sr. Technical Lead S. Varela (Project Manager) \$248	Sr. Engineering Manager M. Kleymann (Strutres Lead) \$333	Project Manager E. Muzychuk (Civil Lead) \$198	Sr. Project Engineer \$193	Sr. Project Engineer (Sr. Project Engineer (Civil) \$193	Design Engineer II \$130	Design Engineer I \$108	Design Engineer I (Design Engineer I (Civil)) \$108	Sr. Technician \$163	Sr. Landscape Architect \$171	Survey Division Manager \$345	Survey Manager II \$251	Project Surveyor II \$204	Asst Surveyor II \$130	Lead Survey Technician \$130	Survey Technician III \$132	SUE Program Manager \$254	2-Person Crew (OE3) \$364	Division Manager - CM \$425	Sr. Funding Specialist \$221	Funding Specialist \$160	Sr. Project Accountant \$160	Sr. Project Coordinator \$143	Total Hours	Total MT Cost (Loaded)	CRAWFORD	DRAGO VANTAGE DBE	MONUMENT DBE	STANTEC	STILLWATER	
1.0	PROJECT MANAGEMENT SERVICES																																	
1.1	Project Management and Coordination	110		390	40	8		28	16															60	220	872	\$194,746	17,734	-	-	-	42,870	-	\$255,351
1.2	Quality Assurance/Quality Control (QA/QC)		40	100					24																80	244	\$49,234	-	-	-	-	-	\$49,234	
1.3	Project Meetings			30	30	34																				94	\$24,187		-	-	-	-	11,805	\$35,992
1.4	Funding Strategy and Grant Application Development																						24	48		72	\$12,967	-	123,756	-	-	-	\$136,723	
1.5	Grant Administration and Oversight																									0	\$0	-	68,271	-	-	-	-	\$68,271
	OTHER DIRECT COSTS																										\$0	-	-	-	-	-	\$0	
	Subtotal Phase 1	110	40	520	70	42	0	28	40	0	0	0	0	0	0	0	0	0	0	0	0	0	24	48	60	300	1282	\$281,134	\$17,734	\$192,026	\$0	\$42,870	\$11,805	\$545,570
2.0	ENVIRONMENTAL CLEARANCE AND REGULATORY PERMITTING																																	
2.1	Geometric Approval Documents			30	10	4		24	48																	116	\$22,419	-	-	-	-	-	\$22,419	
2.2	Preliminary Environmental Study/Caltrans Field Review			20		8																				28	\$6,547	-	-	-	25,005	-	\$31,552	
2.3	Aquatic Resources Delineation																									0	\$0	-	-	-	4,847	-	\$4,847	
2.4	Environmentally Sensitive Habitat Area Mapping																									0	\$0	-	-	-	11,299	-	\$11,299	
2.5	Fisheries Biological Assessment / Essential Fish Habitat Assessment																									0	\$0	-	-	-	20,397	-	\$20,397	
2.6	Biological Assessment for USFWS Listed and Proposed Species																									0	\$0	-	-	-	31,742	-	\$31,742	
2.7	Prepare Natural Environmental Study Report																									0	\$0	-	-	-	50,896	-	\$50,896	
2.8	Supplemental Archaeological Survey Rpt/Historic Property Survey Rpt																									0	\$0	-	-	-	7,139	-	\$7,139	
2.9	Visual Impact Assessment Technical Memorandum																									0	\$0	-	-	-	29,898	-	\$29,898	
2.10	Initial Site Assessment (ISA)																									0	\$0	\$17,000	-	-	-	-	-	\$17,000
2.11	Location Hydraulic Study Rpt/Summary Floodplain Encroachment Rpt																									0	\$0	-	-	-	-	38,072	-	\$38,072
2.12	Environmental Review/Regulatory Permitting for Geotech Investigation																									0	\$0	-	-	-	58,056	-	\$58,056	
2.13	CEQA Compliance																									0	\$0	-	-	-	74,091	-	\$74,091	
2.14	NEPA Compliance																									0	\$0	-	-	-	14,627	-	\$14,627	
2.15	Optional - See Below for Itemized Tasks																									0	\$0	-	-	-	-	-	-	\$0
	Subtotal Phase 2	0	0	50	10	12	0	24	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	144	\$28,966	\$17,000	\$0	\$0	\$327,997	\$38,072	\$412,035	
3.0	COMMUNITY AND STAKEHOLDER OUTREACH																																	
3.1	Community Outreach	10		10	10																		10	10		50	\$12,753	-	-	-	-	-	\$12,753	
3.2	Project Graphics and Exhibits			20																						20	\$4,961	-	-	-	-	-	-	\$4,961
	Subtotal Phase 3	10	0	30	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10	0	0	70	\$17,714	\$0	\$0	\$0	\$0	\$0	\$17,714	
4.0	SURVEY AND BASE MAPPING																																	
4.1	Aerial Mapping													2	6	4				20						2	34	\$9,808	-	-	-	-	-	\$9,808
4.2	Supplemental Topographic Survey							4	8				2	4	10	6	12	30		30						3	109	\$23,189	-	-	-	-	-	\$23,189
4.3	Right of Way Delineation (Land Net)												4	16	32	16	8	20		10						1	107	\$21,458	-	-	-	-	-	\$21,458
4.4	Utility Base Mapping and Coordination													2	8	4	8	24	4								50	\$7,879	-	-	-	-	-	\$7,879
	OTHER DIRECT COSTS																										\$0	-	-	-	-	-	-	\$0
	Subtotal Phase 4	0	0	0	0	0	0	4	8	0	0	0	6	24	56	30	28	74	4	60	0	0	0	0	0	6	300	\$62,334	\$0	\$0	\$0	\$0	\$0	\$62,334
5.0	RIGHT-OF-WAY ACQUISITION AND UTILITY COORDINATION																																	
5.1	Right of Way Engineering			8		16		8	16					4	10		6	30									98	\$16,564	-	-	\$53,563	-	-	\$70,127
5.2	Legal Descriptions and Plats							4					4	6	20	8	12	70									124	\$19,589	-	-	-	-	-	\$19,589
5.3	Acquisition Limits & Cut/Fill Staking													2	6	4	2	12		30							56	\$15,007	-	-	-	-	-	\$15,007
5.4	Utility Base Mapping and Coordination							40	48		40																128	\$18,238	-	-	-	-	-	\$18,238
	Subtotal Phase 5	0	0	8	0	16	0	52	64	0	40	0	4	12	36	12	20	112	0	30	0	0	0	0	0	0	406	\$69,398	\$0	\$0	\$53,563	\$0	\$0	\$122,961
6.0	PRELIMINARY ENGINEERING (35% PLANS)																																	
6.1	35% Plans				90	24	126	84	154	90	100	120	40														828	\$142,023	-	-	-	-	-	\$142,023
6.2	Subsurface Investigation and Updated Preliminary Foundation Report																									0	\$0	\$55,211	-	-	-	-	-	\$55,211
6.3	Updated Preliminary Hydraulics Report																									0	\$0	-	-	-	-	18,106	\$18,106	
	Subtotal Phase 6	0	0	0	90	24	126	84	154	90	100	120	40	0	0	0	0	0	0	0	0	0	0	0	0	0	828	\$142,023	\$55,211	\$				

<div><div><div></div><div></div></div><div>MARK THOMAS</div></div> <div>*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.</div>		KEY STAFF						Mark Thomas																					Subconsultants					TOTAL COST (LOADED)
		Sr. Project Manager J. Hickey (Associate In Charge) \$313	Sr. Technical Lead M. Moore (QA/QC) \$246	Sr. Technical Lead S. Varela (Project Manager) \$248	Sr. Engineering Manager M. Kleymann (Struttures Lead) \$333	Project Manager E. Muzychuk (Civil Lead) \$198	Sr. Project Engineer \$193	Sr. Project Engineer (Sr. Project Engineer (Civil)) \$193	Design Engineer II \$130	Design Engineer I \$108	Design Engineer I (Design Engineer I (Civil)) \$108	Sr. Technician \$163	Sr. Landscape Architect \$171	Survey Division Manager \$345	Survey Manager II \$251	Project Surveyor II \$204	Asst Surveyor II \$130	Lead Survey Technician \$130	Survey Technician III \$132	SUE Program Manager \$254	2-Person Crew (OE3) \$364	Division Manager - CM \$425	Sr. Funding Specialist \$221	Funding Specialist \$160	Sr. Project Accountant \$160	Sr. Project Coordinator \$143	Total Hours	Total MT Cost (Loaded)	CRAWFORD	DRAGO VANTAGE DBE	MONUMENT DBE	STANTEC	STILLWATER	
8.0	95% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) / BRIDGE IND CHK																																	
8.1	95% PS&E / Bridge Independent Check		16	16	88	24	130	120	240	90	200	120	40									40					1124	\$195,859	-	-	-	-	-	\$195,859
8.2	Final Foundation Report																									0	\$0	\$14,488	-	-	-	-	-	\$14,488
8.3	Final Hydraulic Report																									0	\$0	-	-	-	-	24,880	\$24,880	
8.4	Final Drainage Report							12	20																	32	\$4,907	-	-	-	-	-	\$4,907	
Subtotal Phase 8		0	16	16	88	24	130	132	260	90	200	120	40	0	0	0	0	0	0	0	0	40	0	0	0	0	1156	\$200,766	\$14,488	\$0	\$0	\$0	\$24,880	\$240,134
9.0	100% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)																																	
9.1	100% PS&E and Reports				22	16	32	40	120		240	40	20													530	\$75,676	-	-	-	-	-	\$75,676	
9.2	Ready to List Certification			8		16		32																		56	\$11,332	-	-	-	-	-	\$11,332	
9.3	Conceptual Construction Schedule	4		8		4		16	16																	48	\$9,192	-	-	-	-	-	\$9,192	
Subtotal Phase 9		4	0	16	22	36	32	88	136	0	240	40	20	0	0	0	0	0	0	0	0	0	0	0	0	0	634	\$96,200	\$0	\$0	\$0	\$0	\$0	\$96,200
10.0	REGULATORY PERMITTING																																	
10.1	Section 404 Permit (U.S. Army Corps of Engineers)	2		2																						4	\$1,123	-	-	-	33,792	-	\$34,915	
10.2	Section 401 Water Quality Certification (NCRWQCB)	2		2																						4	\$1,123	-	-	-	26,014	-	\$27,137	
10.3	Section 1600 Streambed Alteration Agreement (CDFW)	2		2																						4	\$1,123	-	-	-	16,229	-	\$17,352	
10.4	Public Agency General Lease (SLC)	2		2																						4	\$1,123	-	-	-	33,633	-	\$34,756	
10.5	Coastal Development Permit	2		2																						4	\$1,123	-	-	-	44,171	-	\$45,294	
Subtotal Phase 10		10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$5,615	\$0	\$0	\$0	\$153,838	\$0	\$159,454	
11.0	BID SUPPORT																																	
11.1	Bid Support	24		100	40	16		24	40		20															264	\$61,022	-	-	-	-	-	\$61,022	
Subtotal Phase 11		24	0	100	40	16	0	24	0	40	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	264	\$61,022	\$0	\$0	\$0	\$0	\$0	\$61,022	
12.0	DESIGN SUPPORT DURING CONSTRUCTION																																	
12.1	Design Support During Construction	24		160	200	16		40	200	200		80														920	\$185,211	-	-	-	-	-	\$185,211	
Subtotal Phase 12		24	0	160	200	16	0	40	200	200	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	920	\$185,211	\$0	\$0	\$0	\$0	\$0	\$185,211	
TOTAL HOURS		182	56	910	770	218	642	662	1190	660	780	680	180	10	36	92	42	48	186	4	90	40	34	58	60	306	7936		0	0	0	0	0	
Anticipated Salary Increases																											\$75,465	\$6,709	\$0	\$2,437	\$15,741	\$4,012	\$104,365	
OTHER DIRECT COSTS																											\$25,864	\$170,590	\$3,498	\$29,000	\$39,021	\$0	\$267,973	
TOTAL COST		\$57,050	\$13,793	\$225,720	\$256,732	\$43,232	\$123,884	\$127,743	\$154,180	\$70,956	\$83,857	\$110,597	\$30,764	\$3,446	\$9,031	\$18,767	\$5,442	\$6,219	\$24,611	\$1,014	\$32,749	\$16,981	\$7,498	\$9,273	\$9,593	\$43,864	\$1,588,327	\$297,642	\$195,524	\$85,000	\$579,468	\$135,554	\$2,881,516	
O.	OPTIONAL TASKS																																	
O.1	Hydroacoustic Analysis																									0	\$0	-	-	-	8,280	-	\$8,280	
O.2	Tree Survey																									0	\$0	-	-	-	20,158	-	\$20,158	
O.3	Bat Survey																									0	\$0	-	-	-	12,619	-	\$12,619	
O.4	Extended Phase 1 Investitation																									0	\$0	-	-	-	9,329	-	\$9,329	
O.5	Construction Noise Memorandum																									0	\$0	-	-	-	14,912	-	\$14,912	
O.6	Construction Traffic Memorandum																									0	\$0	-	-	-	18,983	-	\$18,983	
O.7	Section 4(f) Documentation																									0	\$0	-	-	-	20,352	-	\$20,352	
O.8	Prepare Community Impact Assessment Report																									0	\$0	-	-	-	44,011	-	\$44,011	
O.9	Riparian Mitigation and Monitoring Plan																									0	\$0	-	-	-	29,168	-	\$29,168	
O.10	Floodplain Evaluation Report																									0	\$0	-	-	-	-	46,770	\$46,770	
Subtotal Optional Tasks		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$177,811	\$46,770	\$224,581
TOTAL HOURS - OPTIONAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	
Anticipated Salary Increases (5% for 5 years)																											0	\$0	\$0	\$0	\$5,334	\$1,426	\$6,761	
OTHER DIRECT COSTS - OPTIONAL																											\$0	\$0	\$0	\$0	\$34,607	\$0	\$34,607	
TOTAL COST - OPTIONAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$217,752	\$48,196	\$265,949	

Note: Mark-ups are Not Allowed

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. Hammond Trail Bridge Proje Contract No. _____ Date 9/22/2025

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Sr. Project Manager	J. Hickey	\$102 - \$85	182.0	\$ 113.71	\$ 20,695.22
Sr. Technical Lead	M. Moore	\$93 - \$85	56.0	\$ 89.35	\$ 5,003.60
Sr. Technical Lead	S. Varela	\$93 - \$85	910.0	\$ 89.98	\$ 81,881.80
Sr. Engineering Manager	M. Kleymann	\$138 - \$120	770.0	\$ 120.95	\$ 93,131.50
Project Manager	E. Muzychuk	\$81 - \$70	218.0	\$ 71.94	\$ 15,682.92
Principal		\$185 - \$261	0.0	\$ 196.00	\$ -
Sr. Engineering Manager		\$120 - \$194	0.0	\$ 138.00	\$ -
Engineering Manager		\$115 - \$164	0.0	\$ 123.00	\$ -
Design Manager		\$115 - \$164	0.0	\$ 123.00	\$ -
Sr. Project Manager		\$85 - \$140	0.0	\$ 102.00	\$ -
Sr. Technical Lead		\$85 - \$122	0.0	\$ 93.00	\$ -
Project Manager		\$70 - \$115	0.0	\$ 81.00	\$ -
Sr. Project Engineer		\$60 - \$103	642.0	\$ 70.00	\$ 44,940.00
Sr. Project Engineer		\$60 - \$103	662.0	\$ 70.00	\$ 46,340.00
Sr. Technical Engineer		\$65 - \$97	0.0	\$ 68.00	\$ -
Project Engineer		\$50 - \$79	0.0	\$ 58.00	\$ -
Civil Engineering Designer		\$50 - \$85	0.0	\$ 62.00	\$ -
Design Engineer II		\$40 - \$73	1190.0	\$ 47.00	\$ 55,930.00
Design Engineer I		\$35 - \$55	660.0	\$ 39.00	\$ 25,740.00
Design Engineer I		\$35 - \$55	780.0	\$ 39.00	\$ 30,420.00
Sr. Technician		\$50 - \$79	680.0	\$ 59.00	\$ 40,120.00
Technician		\$30 - \$49	0.0	\$ 38.00	\$ -
Intern		\$15 - \$36	0.0	\$ 23.00	\$ -
LAUD Division Manager		\$95 - \$134	0.0	\$ 100.00	\$ -
Sr. LAUD Project Manager		\$85 - \$128	0.0	\$ 93.00	\$ -
LAUD Project Manager		\$65 - \$97	0.0	\$ 72.00	\$ -
Sr. Landscape Architect		\$55 - \$85	180.0	\$ 62.00	\$ 11,160.00
Landscape Architect		\$45 - \$73	0.0	\$ 50.00	\$ -
Landscape Designer II		\$35 - \$61	0.0	\$ 40.00	\$ -
Landscape Designer I		\$25 - \$43	0.0	\$ 30.00	\$ -
Landscape Intern		\$20 - \$36	0.0	\$ 25.00	\$ -
Survey Division Manager		\$100 - \$170	10.0	\$ 125.00	\$ 1,250.00
Survey Manager II		\$85 - \$134	36.0	\$ 91.00	\$ 3,276.00
Project Surveyor II		\$60 - \$97	92.0	\$ 74.00	\$ 6,808.00
Project Surveyor III		\$70 - \$103	0.0	\$ 74.00	\$ -
Project Surveyor II		\$60 - \$97	0.0	\$ 74.00	\$ -
Project Surveyor I		\$55 - \$91	0.0	\$ 61.00	\$ -
Asst Surveyor III		\$50 - \$79	0.0	\$ 57.00	\$ -
Asst Surveyor II		\$40 - \$73	42.0	\$ 47.00	\$ 1,974.00
Asst Surveyor I		\$40 - \$67	0.0	\$ 43.00	\$ -
Survey Specialist III		\$45 - \$103	0.0	\$ 69.00	\$ -
Survey Specialist II		\$40 - \$85	0.0	\$ 56.00	\$ -
Survey Specialist I		\$40 - \$67	0.0	\$ 46.00	\$ -
Lead Survey Technician		\$45 - \$67	48.0	\$ 47.00	\$ 2,256.00
Survey Technician III		\$40 - \$73	186.0	\$ 48.00	\$ 8,928.00
Survey Technician II		\$35 - \$61	0.0	\$ 41.00	\$ -
Survey Technician I		\$20 - \$43	0.0	\$ 26.00	\$ -

SUE Program Manager		\$85 - \$128	4.0	\$ 92.00	\$ 368.00
Utility Locator (North)		\$60 - \$91	0.0	\$ 65.00	\$ -
Utility Locator (South)		\$75 - \$115	0.0	\$ 83.00	\$ -
Chief of Party (OE3)		\$60 - \$91	0.0	\$ 62.00	\$ -
Instrumentperson (OE3)		\$50 - \$79	0.0	\$ 57.00	\$ -
Chainperson (OE3)		\$50 - \$79	0.0	\$ 53.00	\$ -
Apprentice (OE3)		\$30 - \$55	0.0	\$ 40.00	\$ -
2-Person Crew (OE3)		\$125 - \$182	90.0	\$ 132.00	\$ 11,880.00
3-Person Crew (OE3)		\$175 - \$255	0.0	\$ 188.00	\$ -
Chief of Party (OE12)		\$65 - \$97	0.0	\$ 69.00	\$ -
Instrumentperson (OE12)		\$55 - \$85	0.0	\$ 62.00	\$ -
Chainperson (OE12)		\$55 - \$85	0.0	\$ 60.00	\$ -
Apprentice (OE12)		\$35 - \$61	0.0	\$ 45.00	\$ -
2-Person Crew (OE12)		\$130 - \$188	0.0	\$ 139.00	\$ -
3-Person Crew (OE12)		\$185 - \$267	0.0	\$ 198.00	\$ -
Safety Manager		\$75 - \$109	0.0	\$ 82.00	\$ -
Division Manager - CM		\$145 - \$207	40.0	\$ 154.00	\$ 6,160.00
Area Manager - CM		\$105 - \$152	0.0	\$ 110.00	\$ -
Construction Manager		\$90 - \$134	0.0	\$ 100.00	\$ -
Sr. Resident Engineer		\$110 - \$158	0.0	\$ 117.00	\$ -
Resident Engineer		\$90 - \$140	0.0	\$ 101.00	\$ -
Asst. Resident Engineer		\$60 - \$91	0.0	\$ 66.00	\$ -
Sr. Inspector - CM		\$65 - \$122	0.0	\$ 87.00	\$ -
Inspector - CM		\$55 - \$85	0.0	\$ 61.00	\$ -
Office Engineer		\$45 - \$85	0.0	\$ 55.00	\$ -
Division Manager - PL		\$90 - \$146	0.0	\$ 97.00	\$ -
Sr. Project Manager - PL		\$80 - \$134	0.0	\$ 98.00	\$ -
Project Manager - PL		\$55 - \$85	0.0	\$ 60.00	\$ -
Sr. Planner		\$50 - \$79	0.0	\$ 54.00	\$ -
Planner II		\$40 - \$61	0.0	\$ 43.00	\$ -
Planner I		\$30 - \$49	0.0	\$ 32.00	\$ -
Economist		\$35 - \$55	0.0	\$ 41.00	\$ -
Funding Manager		\$105 - \$164	0.0	\$ 117.00	\$ -
Sr. Funding Specialist		\$75 - \$109	34.0	\$ 80.00	\$ 2,720.00
Funding Specialist		\$40 - \$85	58.0	\$ 58.00	\$ 3,364.00
Project Accountant Manager		\$70 - \$115	0.0	\$ 76.00	\$ -
Project Delivery Manager		\$65 - \$103	0.0	\$ 74.00	\$ -
Sr. Project Accountant		\$50 - \$85	60.0	\$ 58.00	\$ 3,480.00
Project Accountant		\$35 - \$67	0.0	\$ 47.00	\$ -
Sr. Project Coordinator		\$45 - \$79	306.0	\$ 52.00	\$ 15,912.00
Project Coordinator		\$35 - \$61	0.0	\$ 45.00	\$ -
Sr. Project Assistant		\$40 - \$61	0.0	\$ 45.00	\$ -
Project Assistant		\$30 - \$49	0.0	\$ 33.00	\$ -
Sr. Technical Writer		\$35 - \$67	0.0	\$ 45.00	\$ -
Technical Writer		\$35 - \$55	0.0	\$ 40.00	\$ -
Sr. Graphic Manager		\$60 - \$85	0.0	\$ 68.00	\$ -
Sr. Graphic Designer		\$45 - \$73	0.0	\$ 49.00	\$ -
Graphic Designer		\$35 - \$55	0.0	\$ 39.00	\$ -
Survey Coordinator		\$35 - \$55	0.0	\$ 38.00	\$ -
District Manager-Engineer		\$125 - \$182	0.0	\$ 137.00	\$ -
Deputy District Manager		\$110 - \$164	0.0	\$ 121.00	\$ -
Operations Manager		\$85 - \$128	0.0	\$ 93.00	\$ -
Sr. Sanitary Project Engineer		\$75 - \$109	0.0	\$ 87.00	\$ -
Sanitary Project Engineer		\$70 - \$103	0.0	\$ 74.00	\$ -
Associate Sanitary Engineer		\$60 - \$103	0.0	\$ 66.00	\$ -
Assistant Sanitary Engineer		\$55 - \$91	0.0	\$ 63.00	\$ -
Lead Inspector		\$50 - \$85	0.0	\$ 57.00	\$ -
Sr. Inspector		\$45 - \$73	0.0	\$ 55.00	\$ -
Inspector		\$35 - \$61	0.0	\$ 40.00	\$ -

Inspector - Apprentice		\$30 - \$49	0.0	\$ 34.00	\$ -
Expert Witness		\$315 - \$444	0.0	\$ 331.00	\$ -
Strategic Consulting		\$315 - \$444	0.0	\$ 331.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 539,421.04

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

\$ 27,375.62

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 566,796.66

INDIRECT COSTS

d) Fringe Benefits (Rate: 100.37%)

e) Total Fringe Benefits [(c) x (d)] \$ 568,893.81

f) Overhead (Rate: 45.76%)

g) Overhead [(c) x (f)] \$ 259,366.15

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 828,259.96

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 12.00 % \$ 167,406.79

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage	5500	miles	\$0.70	\$ 3,850.00
Mileage - Survey	1660	miles	\$0.70	\$ 1,162.00
Copies	0	EA	\$0.05	\$ -
Reproductions - full size	0	sheets	\$1.00	\$ -
Reproductions - half size	0	sheets	\$0.35	\$ -
Structure/Quantity Calculations	0	sheets	\$0.05	\$ -
Misc. Costs	0	LS	\$500.00	\$ -
Overnight Mail/Mail	2	EA	\$15.00	\$ 30.00
Potholing	5	EA	\$1,500.00	\$ 7,500.00
Misc. Surveys (Maps, PTR's etc.)	1.5	LS	\$1,000.00	\$ 1,500.00
Safety Plan	0	LS	\$1,000.00	\$ -
Traffic Control	0	LS	\$3,000.00	\$ -
Per Diem (Survey)	6	Day	\$320.00	\$ 1,920.00
Per Diem (Env)	37	Day	\$ 86.00	\$ 3,182.00
Survey Equipment	0	HR	\$30.00	\$ -
Aerotech Mapping (DBE)	1	0	\$6,720.00	\$ 6,720.00

l) **TOTAL OTHER DIRECT COSTS** \$ 25,864.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: CRAWFORD	\$ 297,642.43
Subconsultant 2: DRAGO VANTAGE	\$ 195,524.30
Subconsultant 3: MONUMENT	\$ 85,000.00
Subconsultant 4: STANTEC	\$ 579,468.23
Subconsultant 5: STILLWATER	\$ 135,553.93
Subconsultant 6:	\$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 1,293,188.89

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] \$ 1,319,052.89

TOTAL COST [(c) + (j) + (k) + (n)] \$ 2,881,516.30

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

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

Direct Labor <u>Subtotal</u> per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$539,421.04	/	7936.0	=	\$67.97	Year 1 Avg Hourly Rates

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

	Average Hourly Rate		Escalation			
Year 1	\$67.97	+	5.00%	=	\$71.37	Year 2 Avg Hourly Rate
Year 2	\$71.37	+	5.00%	=	\$74.94	Year 3 Avg Hourly Rate
Year 3	\$74.94	+	5.00%	=	\$78.69	Year 4 Avg Hourly Rate
Year 4	\$78.69	+	5.00%	=	\$82.62	Year 5 Avg Hourly Rate
Year 5	\$82.62	+	5.00%	=	\$86.75	Year 6 Avg Hourly Rate
Year 6	\$86.75	+	5.00%	=	\$91.09	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	30%	x	7936.0	=	2380.8	Estimated Hours Year 1
Year 2	40%	x	7936.0	=	3174.4	Estimated Hours Year 2
Year 3	30%	x	7936.0	=	2380.8	Estimated Hours Year 3
Year 4	0%	x	7936.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	7936.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	7936.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		7936.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$67.97	x	2380.8	=	\$161,826.31	Estimated Cost Year 1
Year 2	\$71.37	x	3174.4	=	\$226,556.84	Estimated Cost Year 2
Year 3	\$74.94	x	2380.8	=	\$178,413.51	Estimated Cost Year 3
Year 4	\$78.69	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$82.62	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$86.75	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					\$566,796.66	
Direct Labor Subtotal before Escalation					\$539,421.04	
Estimated total of Direct Labor Salary Increase					\$27,375.62	Transfer to Page 1

NOTES:

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

COST PROPOSAL 1**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

Mark-ups Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantConsultant **Crawford & Associates, Inc.**Project No. _____ Contract No. _____ Date **6/30/2025**Project Name **Hammond Trail Pedestrian Bridge****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	Ben Crawford	8	\$76.90	\$ 615.20
Senior Project Manager *	Eric Nichols	78	\$71.90	\$ 5,608.20
Project Manager II*	Chris Trumbull	64	\$66.99	\$ 4,287.36
Project Manager I*	Ryan Houghton	130	\$61.60	\$ 8,008.00
Senior Engineer II	TBD	0	\$61.00	\$ -
Senior Engineer I	TBD	60	\$57.42	\$ 3,445.20
Senior Geologist	TBD	38	\$50.50	\$ 1,919.00
Project Engineer III / Geologist III	TBD	0	\$47.60	\$ -
Project Engineer II / Geologist II	TBD	42	\$44.92	\$ 1,886.64
Project Engineer I / Geologist I	TBD	182	\$41.33	\$ 7,522.06
Staff Engineer / Geologist	TBD	100	\$33.79	\$ 3,379.00
Drafter	TBD	0	\$32.50	\$ -
Project Coordinator	TBD	20	\$40.00	\$ 800.00
Administrative Assistant	TBD	40	\$31.00	\$ 1,240.00
Special Inspector	TBD	0	\$38.00	\$ -
Senior Technician	TBD	0	\$33.50	\$ -
Staff Technician	TBD	0	\$30.50	\$ -
Special Inspector I (Masonry) **	TBD	0	\$53.75	\$ -
Special Inspector II (Welding) **	TBD	0	\$53.75	\$ -
Laborer Technician **	TBD	0	\$38.75	\$ -
Soils/Asphalt Technician **	TBD	0	\$51.25	\$ -
Concrete Technician **	TBD	0	\$47.00	\$ -

762**LABOR COSTS**

a) Subtotal Direct I Geotechnical Engineering and Environmental Services	\$ 38,710.66
b) Anticipated Salary Increases (see page 2 for calculation)	\$2,158.12
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 40,868.78

INDIRECT COSTS

d) Fringe Benefits	Rate: 72.58%	e) Total Fringe Benefits [(c) x (d)]	\$ 29,662.56
f) Overhead	Rate: 84.99%	g) Overhead [(c) x (f)]	\$ 34,734.38
h) General & Administrative	Rate: 20.00%	i) Gen & Admin [(c) x (h)]	\$ 8,173.76
Combined ICR %:	177.57%	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 72,570.69
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12%]		\$ 13,612.74

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	2700	Mile	\$ 0.70	\$ 1,890.00
Vehicle Charge	11	Day	\$ 25.00	\$ 275.00
Per Diem (Meals & Lodging)	10	Day	\$ 242.00	\$ 2,420.00
Permit Fees	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Encroachment Permit	1	NO FEE	\$ -	\$ -
Drilling Rig & Crew (DBE)	1	Cost	\$ 57,800.00	\$ 57,800.00
Cone Penetration Test (Rig & Crew)	1	Cost	\$ 12,600.00	\$ 12,600.00
Seismic Refraction (12 Channel)	1	Day	\$ 1,835.00	\$ 1,835.00
Hand Auger **PW	1	Day	\$ 200.00	\$ 200.00
Steel Liners	30	Each	\$ 12.00	\$ 360.00
Geotechnical Design Lab Testing	1	Lump Sum	\$ 9,495.00	\$ 9,495.00
ERIS Record Search	1	Cost	\$ 1,000.00	\$ 1,000.00
N.A.L. (Asbestos and Lead Testing)	1	Cost	\$ 5,250.00	\$ 5,250.00
Pace Analytical Environmental Services	1	Cost	\$ 2,650.00	\$ 2,650.00
Seismic Ground Motion Analysis (EMI)	1	Cost	\$ 72,315.23	\$ 72,315.23
				\$ 170,590.23

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	\$ -
m) TOTAL SUBCONSULTANT'S COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 170,590.23
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 297,642.44

CALCULATIONS FOR ANTICIPATED SALARY INCREASE

1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
<u>\$38,710.66</u>	<u>762</u>	=	<u>50.80</u>	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.80	+	5.0%	=	\$53.34	Year 2 Avg Hourly Rate
Year 2	\$53.34	+	5.0%	=	\$56.01	Year 3 Avg Hourly Rate
Year 3	\$56.01	+	5.0%	=	\$58.81	Year 4 Avg Hourly Rate
Year 4	\$58.81	+	5.0%	=	\$61.75	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20%	*	762	=	152.40	Est Hours Year 1
Year 2	50%	*	762	=	381.00	Est Hours Year 2
Year 3	30%	*	762	=	228.60	Est Hours Year 3
Year 4	0%	*	762	=	0.00	Est Hours Year 4
Year 5	0%	*	762	=	0.00	Est Hours Year 5
Total	100%		Total	=	762.00	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.80	*	152	=	\$7,742.13	Est Hours Year 1
Year 2	\$53.34	*	381	=	\$20,323.10	Est Hours Year 2
Year 3	\$56.01	*	229	=	\$12,803.55	Est Hours Year 3
Year 4	\$58.81	*	0	=	\$0.00	Est Hours Year 4
Year 5	\$61.75	*	0	=	\$0.00	Est Hours Year 5
Total Direct Labor Cost with Escalation				=	\$40,868.78	
Direct Labor Subtotal before Escalation				=	\$38,710.66	
Geotechnical Engineering Direct Labor Salary Increase				=	<u>\$2,158.12</u>	(Transfers to Page 1)

NOTES:

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

CERTIFICATION OF DIRECT COSTS

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 6/30/2025

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering and Environmental Services

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date **7/1/2025**

[illegible]

a) Subtotal Direct Labor Costs	\$ 39,200.30	
b) Anticipated Salary Increases (see page 2 for calculation)	<u>2,627.40</u>	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$	41,827.70

d) Fringe Benefits	(Rate: <u>39.84%</u>)	e) Total Fringe Benefits [(c) x (d)]	<u>\$ 16,664.16</u>
f) Overhead & G&A	(Rate: <u>60.89%</u>)	g) Overhead [(c) x (f)]	<u>\$ 25,468.89</u>
h) General & Admin	(Rate: <u>63.44%</u>)	i) Gen & Admin [(c) x (h)]	<u>\$ 26,535.49</u>
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 68,668.54

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	12%	\$	13,259.55
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Hotel (\$172/night GSA rate)	9	1.00	\$ 172.00	\$ 1,548.00
Per diem \$86/day	9	1.00	\$ 86.00	\$ 774.00
Mileage (420 mi rt x 4 trips)	1680	1.00	\$ 0.70	\$ 1,176.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ 3,498.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 3,498.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 127,253.78

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant _____

Project No. _____ Contract No. _____ Date _____

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 39,200.30	597	=	\$ 65.66	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 65.66	+	5%	=	\$ 68.95	Year 2 Avg Hourly Rate
Year 2	\$ 68.95	+	5%	=	\$ 72.39	Year 3 Avg Hourly Rate
Year 3	\$ 72.39	+	5%	=	\$ 76.01	Year 4 Avg Hourly Rate
Year 4	\$ 76.01	+	5%	=	\$ 79.81	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	597.0	=	179.1	Estimated Hours Year 1
Year 2	30.00%	*	597.0	=	179.1	Estimated Hours Year 2
Year 3	20.00%	*	597.0	=	119.4	Estimated Hours Year 3
Year 4	20.00%	*	597.0	=	119.4	Estimated Hours Year 4
Year 5	0.00%	*	597.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	597.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 65.66	*	179	=	\$ 11,760.09	Estimated Hours Year 1
Year 2	\$ 68.95	*	179	=	\$ 12,348.09	Estimated Hours Year 2
Year 3	\$ 72.39	*	119	=	\$ 8,643.67	Estimated Hours Year 3
Year 4	\$ 76.01	*	119	=	\$ 9,075.85	Estimated Hours Year 4
Year 5	\$ 79.81	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 41,827.70	
Direct Labor Subtotal before Escalation				=	\$ 39,200.30	
Estimated total of Direct Labor Salary Increase				=	\$ 2,627.40	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Sabrina Drago, PE

Title *: President

Signature: *Sabrina Drago*

Date of Certification: 8/14/2025

Email: sabrina.drago@dragovantage.com

Phone number: 916-975-3161

Address: 3843 Taylor Rd, Suite B, Loomis, CA 95650

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

List services the consultant is providing under the proposed contract:

Funding strategy and 2 grant applications

Task 1.5

Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant

Subconsultant

☐ 2nd Tier Subconsultant

Consultant: **Drago Vantage, LLC**

Project No. _____ Contract No. _____

Date **7/1/2025**

DIRECT LABOR

[illegible]

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 21,625.05

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

\$ 1,449.42

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 23,074.47
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INDIRECT COSTS

d) Fringe Benefits (Rate: 39.84%)

e) Total Fringe Benefits [(c) x (d)] \$ 9,192.87

f) Overhead & G&A (Rate: 60.89%)

g) Overhead [(c) x (f)]	\$ 14,050.04
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h) General & Admin (Rate: 63.44%)

i) Gen & Admin [(c) x (h)]	\$ 14,638.44
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	37,881.36
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FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	12%	\$	7,314.70
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 68,270.52

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant _____

Project No. _____ Contract No. _____ Date _____

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 21,625.05	339	=	\$ 63.79	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 63.79	+	5%	=	\$ 66.98	Year 2 Avg Hourly Rate
Year 2	\$ 66.98	+	5%	=	\$ 70.33	Year 3 Avg Hourly Rate
Year 3	\$ 70.33	+	5%	=	\$ 73.85	Year 4 Avg Hourly Rate
Year 4	\$ 73.85	+	5%	=	\$ 77.54	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	339.0	=	101.7	Estimated Hours Year 1
Year 2	30.00%	*	339.0	=	101.7	Estimated Hours Year 2
Year 3	20.00%	*	339.0	=	67.8	Estimated Hours Year 3
Year 4	20.00%	*	339.0	=	67.8	Estimated Hours Year 4
Year 5	0.00%	*	339.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	339.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 63.79	*	102	=	\$ 6,487.52	Estimated Hours Year 1
Year 2	\$ 66.98	*	102	=	\$ 6,811.89	Estimated Hours Year 2
Year 3	\$ 70.33	*	68	=	\$ 4,768.32	Estimated Hours Year 3
Year 4	\$ 73.85	*	68	=	\$ 5,006.74	Estimated Hours Year 4
Year 5	\$ 77.54	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 23,074.47	
Direct Labor Subtotal before Escalation				=	\$ 21,625.05	
Estimated total of Direct Labor Salary Increase				=	\$ 1,449.42	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Sabrina Drago, PE

Title *: President

Signature: *Sabrina Drago*

Date of Certification: 8/14/2025

Email: sabrina.drago@dragovantage.com

Phone number: 916-975-3161

Address: 3843 Taylor Rd, Suite B, Loomis, CA 95650

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

List services the consultant is providing under the proposed contract:

Additional services: 1 grant application, grant award and post-award administration

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant Monument ROW

Project No. Hammond Trail Bridge Project

Contract No. _____

Date 6/30/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge		6	\$111.42	\$ 668.52
Sr.Project Manager		49	\$88.05	\$ 4,314.45
SR Agent		64	\$55.29	\$ 3,538.56
Project Coordinator		46	\$43.27	\$ 1,990.42
Utility Coordination Manager		29	\$74.52	\$ 2,161.08
Utility Coordinator		95	\$45.91	\$ 4,361.45
Support specialist		42	\$29.62	\$ 1,244.04
Senior Technical Advisor		11	\$86.54	\$ 951.94
Task Lead		20	\$67.98	\$ 1,359.60
Senior analyst		30	\$63.65	\$ 1,909.50
Project controller		4	\$45.91	\$ 183.64
Analyst		20	\$42.26	\$ 845.20

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 23,528.40

b) Anticipated Salary Increases

(see Anticipated Salary Increases page for calculations)

\$ 1,070.54

c) **Total Direct Labor Costs [(a) + (b)] \$ 24,598.94**

INDIRECT COSTS

d) Fringe Benefits

(Rate: 38.20%)

e) Total Fringe Benefits [(c) x (d)] \$ 9,396.80

f) Overhead

(Rate: 65.06%)

g) Overhead [(c) x (f)] \$ 16,004.07

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 25,400.87**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 12%] \$ 5,999.98**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	Actual		Federal Rate	\$ 1,000.21
Postage	Actual		\$0.00	\$ 1,000.00
Appraisal	3	1	\$6,000.00	\$ 18,000.00
Appraisal review	3	1	\$3,000.00	\$ 9,000.00

l) **TOTAL OTHER DIRECT COSTS \$ 29,000.21**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 29,000.21**

TOTAL COST [(c) + (j) + (k) + (n)] \$ 85,000.00

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 23,528.40	/	416	=	\$56.56	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$56.56	+	5%	=	\$59.39	Year 2 Avg Hourly Rate
Year 2	\$59.39	+	5%	=	\$62.36	Year 3 Avg Hourly Rate
Year 3	\$62.36	+	5%	=	\$65.47	Year 4 Avg Hourly Rate
Year 4	\$65.47	+	5%	=	\$68.75	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	30.00%	*	416	=	124.8	Estimated Hours Year 1
Year 2	50.00%	*	416	=	208	Estimated Hours Year 2
Year 3	20.00%	*	416	=	83.2	Estimated Hours Year 3
Year 4	0.00%	*	416	=	0	Estimated Hours Year 4
Year 5	0.00%	*	416	=	0	Estimated Hours Year 5
Total	100%		Total	=	416	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$56.56	*	124.8	=	\$7,058.52	Estimated Hours Year 1
Year 2	\$59.39	*	208	=	\$12,352.41	Estimated Hours Year 2
Year 3	\$62.36	*	83.2	=	\$5,188.01	Estimated Hours Year 3
Year 4	\$65.47	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$68.75	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$24,598.94	
Direct Labor Subtotal before escalation				=	\$23,528.40	
Estimated total of Direct Labor Salary Increase				=	\$1,070.54	Transfer to Page 1

COST PROPOSAL 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 actual, reasonable,


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

with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

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

Prime Consultant or Subconsultant Certifying:

Name: Bob Morrison Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy) 6/30/2025

Email: bmorrison Phone Number: 916.717.7069

Address: 200 Spectrum Center, Suite 300, Irvine CA 92618

Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the

List services the consultant is providing under the proposed contract:

Real Estate and Right-of-Way Services

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES) Humboldt County DPW-Hammond Trail over Mad River Bridge **(BASE)**

Note: Mark-ups are Not Allowed

☐ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant Stantec Consulting Services Inc.

Project No. _____ Contract No. _____

Date 8/18/2025**DIRECT LABOR**

Classification/Title	Hours	Actual Hourly Rate	Total
Principal-In-Charge (BL 17)	0	\$ 117.00	\$0.00
Sr. Project Manager (BL 16)	8	\$ 102.00	\$816.00
Principal Professional (BL 15)	190	\$ 90.00	\$17,100.00
Senior Professional II (BL 14)	738	\$ 75.00	\$55,350.00
Senior Professional I (BL 13)	0	\$ 67.00	\$0.00
Project Professional II (BL 12)	358	\$ 61.00	\$21,838.00
Project Professional I (BL 11)	1195	\$ 55.00	\$65,725.00
Assoc. Project Professional (BL 10)	364	\$ 47.00	\$17,108.00
Staff Professional II (BL 9)	18	\$ 42.00	\$756.00
Assoc. Staff Professional (BL 8)	0	\$ 37.00	\$0.00
Tech/Admin/Clerical (BL 7)	157	\$ 34.00	\$5,338.00
			\$0.00

LABOR COSTS

Total hours: 3028

a) Subtotal Direct Labor Costs

\$184,031.00

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

\$5,520.93

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$189,551.93**FRINGE BENEFITS**d) Fringe Benefits (Rate 33.49%)**e) Total Fringe Benefits**

[(c) x (d)] \$63,480.94

INDIRECT COSTSf) Overhead (Rate: 115.72%)

g) Overhead [(c) x (f)] \$219,349.49

h) General and Administrative (Rate: 5.36%)

i) Gen & Admin [(c) x (h)] \$10,159.98

j) Total Indirect Costs [(e) + (g) + (i)] \$292,990.42**FEE (Profit)**q) (Rate: 12.0%)**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$57,905.08**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$5,150.50
m) Equipment Rental and Supplies (itemized below)			\$0.00
n) Permit Fees (itemize)			\$0.00
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)			\$33,870.30

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$39,020.80**TOTAL COST [(c) + (j) + (k) + (p)]** \$579,468.23

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

l)	Travel/Mileage Costs (supported by consultant actual costs)			
		Unit(s)	Unit Cost	Total
	Mileage	3975	\$0.700	\$2,782.50
	Per Diem	13	\$86.000	\$1,118.00
	Lodging	10	\$125.000	\$1,250.00
	Car Rental	0	\$100.000	\$0.00
				\$0.00
				\$0.00
				\$0.00
			Subtotal (l)	\$5,150.50
m)	Equipment Rental and Supplies (itemize)			
		Unit(s)	Unit Cost	Total
	Black and white copies (8.5 x 11)	0	\$0.060	\$0.00
	Black and white copies (11 x 17)	0	\$0.110	\$0.00
	Color copies (8.5 x 11)	0	\$0.750	\$0.00
	Color copies (11 x 17)	0	\$1.500	\$0.00
	Graphics (Poster Boards)	0	\$45.000	\$0.00
	CHRIS Record Search	0	\$1,500.000	\$0.00
	EDR Database	0	\$1.000	\$0.00
	Miscellaneous	0	\$1.000	\$0.00
			Subtotal (m)	\$0.00
n)	Permit Fees (itemize)			
		Unit(s)	Unit Cost	Total
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
			Subtotal (n)	\$0.00
o)	Subconsultant Costs			
		Unit(s)	Unit Cost	Total
	Alta Archaeological Consulting, LLC.	1	\$13,494.40	\$13,494.40
	Area West Environmental, Inc.	1	\$20,375.90	\$20,375.90
			Subtotal (o)	\$33,870.30

EXHIBIT 10-H COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Stantec Consulting Services Inc. Contract No. _____ Date 8/18/2025
 Prime Consultant

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$184,031.00	3028	=	\$60.78	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$60.78	+	5.00%	=	\$63.82	Year 2 Avg Hourly Rate
Year 2	\$63.82	+	5.00%	=	\$67.01	Year 3 Avg Hourly Rate
Year 3	\$67.01	+	5.00%	=	\$70.36	Year 4 Avg Hourly Rate
Year 4	\$70.36	+	5.00%	=	\$73.87	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	3028.0	=	1211.2	Estimated Hours Year 1
Year 2	60.00%	*	3028.0	=	1816.8	Estimated Hours Year 2
Year 3	0.00%	*	3028.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	3028.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	3028.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3028.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$60.78	*	1211	=	\$73,612.40	Estimated Hours Year 1
Year 2	\$63.82	*	1817	=	\$115,939.53	Estimated Hours Year 2
Year 3	\$67.01	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$70.36	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$73.87	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$189,551.93	
Direct Labor Subtotal before Escalation				=	\$184,031.00	
Estimated total of Direct Labor Salary Increase				=	\$5,520.93	Transfer to Page 1

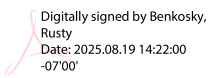
EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

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

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

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

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

Prime Consultant or Subconsultant Certifying:Name: Rusty BenkoskyTitle*: Senior Vice PresidentSignature: Benkosky, Rusty
 Digitally signed by Benkosky, Rusty
Date: 2025.08.19 14:22:00 -07'00'

Date of Certification: _____

Email: rusty.benkosky@stantec.comPhone Number: (916) 669-5959Address: 555 Capitol Mall, Suite 650, Sacramento, CA 95814-4583

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

List services the consultant is providing under the proposed contract:

Prime consultant to the City completing various technical studies to support CEQA and NEPA compliance.

Professional Environmental Consulting Services

[illegible]

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant: **Stillwater Sciences**

Project No. _____ Contract No. _____

Date **8/19/2025****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
					\$ -
					\$ -
Principal-in-charge		77.42-97.60	120	87.51	\$ 10,501.20
Principal Scientist/Engineer		67.74-77.42		72.58	\$ -
Senior Scientist/Engineer		59.38-67.74	324	63.56	\$ 20,593.44
Associate Scientist/Engineer		54.24-59.38		56.81	\$ -
Assistant Scientist/Engineer		48.18-54.24		51.21	\$ -
Scientist II/Engineer		43.33-48.18		45.76	\$ -
Scientist I		37.58-43.33	230	40.46	\$ 9,305.80
Senior Technician II		32.94-37.58		35.26	\$ -
Senior Technician I		27.06-32.94		30.00	\$ -
Technician/Administrative		20-27.06		23.53	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 40,400.44

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

\$ 1,232.21

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 41,632.65**INDIRECT COSTS**

d) Fringe Benefits (Rate: 94.87%)

e) Total Fringe Benefits [(c) x (d)] \$ 39,496.90

f) Overhead & G&A (Rate: 95.84%)

g) Overhead [(c) x (f)] \$ 39,900.74

h) General & Admin (Rate:)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 79,397.63**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12% \$ 14,523.63****I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -****TOTAL COST [(c) + (j) + (k) + (n)] \$ 135,553.92****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Stillwater Sciences

Project No. _____ Contract No. _____

Date 8/19/2025

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 40,400.44	674	=	\$ 59.94	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 59.94	+	5%	=	\$ 62.94	Year 2 Avg Hourly Rate
Year 2	\$ 62.94	+	5%	=	\$ 66.09	Year 3 Avg Hourly Rate
Year 3	\$ 66.09	+	5%	=	\$ 69.39	Year 4 Avg Hourly Rate
Year 4	\$ 69.39	+	5%	=	\$ 72.86	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	*	674.0	=	404.4	Estimated Hours Year 1
Year 2	20.00%	*	674.0	=	134.8	Estimated Hours Year 2
Year 3	20.00%	*	674.0	=	134.8	Estimated Hours Year 3
Year 4	0.00%	*	674.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	674.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	674.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 59.94	*	404	=	\$ 24,240.26	Estimated Hours Year 1
Year 2	\$ 62.94	*	135	=	\$ 8,484.09	Estimated Hours Year 2
Year 3	\$ 66.09	*	135	=	\$ 8,908.30	Estimated Hours Year 3
Year 4	\$ 69.39	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 72.86	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 41,632.65	
Direct Labor Subtotal before Escalation				=	\$ 40,400.44	
Estimated total of Direct Labor Salary Increase				=	\$ 1,232.21	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:


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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Sapna Khandwala</u>	Title *:	<u>President & CEO</u>
Signature:		Date of Certification:	<u>8/19/2025</u>
Email:	<u>sapna@stillwatersci.com</u>	Phone number:	<u>510 848 8098</u>
Address:	<u>2855 Telegraph Ave, Suite 400, Berkeley, CA 94705</u>		

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

List services the consultant is providing under the proposed contract:

ATTACHMENT C
INSPECTOR GENERAL'S CERTIFICATION OF INDIRECT COSTS AND FINANCIAL
MANAGEMENT SYSTEM



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Mark Thomas & Company, Inc.

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

Indirect Cost Rate (ICR):

Combined Rate: 146.13 Or

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

Facilities Capital Cost of Money (if applicable): 0.46

Fiscal Period:* 01/01/2024 - 12/31/2024

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 272,916,288.55 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 30+ years
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

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

Name:** Kimberly Post

Title:** CFO

Signature: 

Date: 07/10/2025

Phone:** (508) 641-2007

Email:** kpost@markthomas.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Crawford & Associates, Inc.

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

Indirect Cost Rate (ICR):

Combined Rate: 177.57 Or

Home Office Rate: 177.57 and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/1/2024 - 12/31/2024

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 8,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 13
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☒

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

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

Name:** Lesli Hunter

Title:** CFO

Signature:



Date: 08/19/2025

Phone:** (916) 607-4354

Email:** lesli.hunter@crawford-inc.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Drago Vantage, LLC

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

Indirect Cost Rate (ICR):

Combined Rate: 164.17 Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2024 -12/31/2024

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

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

Name:** Sabrina Drago

Title:** President

Signature: *Sabrina Drago*

Date: 09/12/2025

Phone:** 916-975-3161

Email:** Sabrina.Drago@DragoVantage.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Monument ROW

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

Indirect Cost Rate (ICR):

Combined Rate: 103.26 Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2024-12/31/2024

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 14,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 7
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☒

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

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

Name:** Bob Morrison

Title:** Vice President

Signature: 

Date: 09/15/2025

Phone:** (916) 717-7069

Email:** bmorrison@monumentrow.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Stantec Consulting Services, Inc.

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

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 154.57 and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): 0.60

Fiscal Period:* 1/1/2024-12/31/2024

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 5,000,000.00 + on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50
- Years of consultant's experience with 48 CFR Part 31 is 20+
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☒

CPA ICR Audit ☒

Federal Govt ICR Audit ☒

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

Name:** Rusty Benkosky

Title:** Senior Vice Principal

Signature: Benkosky, Rusty Digitally signed by Benkosky, Rusty
Date: 2025.08.19 08:07:40 -07'00'

Date: _____

Phone:** (916) 669-5959

Email:** rusty_benkosky@stantec.com

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

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



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: Stillwater Ecosystems Watershed & Riverine Sciences

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

Indirect Cost Rate (ICR):

Combined Rate: 190.71 Or

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

Facilities Capital Cost of Money (if applicable): 0.32

Fiscal Period:* 1/1/2024 to 12/31/2024

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount 1,785,137.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 4
- Years of consultant's experience with 48 CFR Part 31 is 8
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

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

Name:** James Fowler

Title:** Controller

Signature: James Fowler Digitally signed by James Fowler
Date: 2025.09.18 10:58:28 -07'00'

Date: 09/18/2025

Phone:** (510) 421-7866

Email:** jfowler@stillwatersci.com

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

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

ATTACHMENT D
DISCLOSURE OF LOBBYING ACTIVITIES (EXHIBIT 10-Q)

REQUEST FOR QUALIFICATIONS – NO. DPW2025-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES
FOR THE HAMMOND TRAIL BRIDGE PROJECT

ATTACHMENT F – LAPM EXHIBIT 10-Q – DISCLOSURE OF LOBBYING ACTIVITIES
(Submit with Statement of Qualifications)

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____			
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)			11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
Signature: <u>R.M. Brogan</u> Print Name: <u>Matt Brogan</u> Title: <u>Principal in Charge</u> Telephone No.: <u>916-605-6761</u> Date: <u>6/9/2025</u>					
Authorized for Local Reproduction Standard Form - LLL					

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT E
INTERIM FINAL RULE (IFR)

Rules and Regulations

Federal Register

Vol. 90, No. 190

Friday, October 3, 2025

This section of the FEDERAL REGISTER contains regulatory documents having general applicability and legal effect, most of which are keyed to and codified in the Code of Federal Regulations, which is published under 50 titles pursuant to 44 U.S.C. 1510.

The Code of Federal Regulations is sold by the Superintendent of Documents.

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 107

[Docket No. FAA–2025–0412]

Accepted Means of Compliance for Small Unmanned (sUA) Aircraft Category 2 and Category 3 Operations Over Human Beings; Aerial Vehicle Safety Solutions Inc. (AVSS)

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notification of availability.

SUMMARY: This document announces the acceptance of a means of compliance with FAA regulations for sUA Category 2 and Category 3 operations over human beings. The Administrator finds that AVSS's "Means of Compliance with §§ 107.120(a) and 107.130(a) for Small Unmanned Aircraft," revision 6, dated January 7, 2025, provides an acceptable means, but not the only means, of showing compliance with FAA regulations.

DATES: The means of compliance is accepted effective October 3, 2025.

FOR FURTHER INFORMATION CONTACT:

FAA Contact: Kimberly Luu, Cabin Safety Section, AIR–624, Technical Policy Branch, Policy and Standards Division, Aircraft Certification Service, Federal Aviation Administration, 2200 South 216th Street, Des Moines, Washington 98198; telephone and fax 206–231–3414; email Kimberly.H.Luu@faa.gov.

AVSS Contact: Josh Ogden, CEO, AVSS, 570 Queen Street, Suite 600, Fredericton, New Brunswick, E3B–6Z6, Canada, +1 (650) 741–1326; Info@avss.co.

SUPPLEMENTARY INFORMATION:

Background

Title 14, Code of Federal Regulations, part 107, subpart D, prescribes the

eligibility and operating requirements for civil sUA to operate over human beings in the United States. To be eligible for use, the sUA must meet the requirements of § 107.120(a) for Category 2 operations or § 107.130(a) for Category 3 operations. These sections require the sUA to be designed, produced, or modified such that it will not cause injury to a human being above a specified severity limit, does not contain any exposed rotating parts that would lacerate human skin, and does not contain any safety defects. Section 107.155 requires that means of compliance with § 107.120(a) or § 107.130(a) be established and FAA-accepted. Section 107.160 requires an applicant to declare that sUA for Category 2 or Category 3 operations meet an FAA-accepted means of compliance.

Means of Compliance Accepted

This notification of availability serves as a formal acceptance by the FAA of the AVSS's "Means of Compliance with §§ 107.120(a) and 107.130(a) for Small Unmanned Aircraft," revision 6, as an acceptable means of compliance, but not the only means of compliance with §§ 107.120(a) and 107.130(a). Applicants may also propose alternative means of compliance for FAA review and possible acceptance.

Revisions

Revisions to AVSS's "Means of Compliance (MOC) with §§ 107.120(a) and 107.130(a) for Small Unmanned Aircraft (sUA)," revision 6, will not be automatically accepted and will require further FAA acceptance for any revisions to be considered an accepted means of compliance.

Issued in Kansas City, Missouri, on September 30, 2025.

Patrick R. Mullen,

Manager, Technical Policy Branch, Policy and Standards Division, Aircraft Certification Service.

[FR Doc. 2025–19435 Filed 10–2–25; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

49 CFR Parts 23 and 26

[Docket No. DOT–OST–2025–0897]

RIN 2105–AF33

Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications

AGENCY: Office of the Secretary of Transportation (OST), U.S. Department of Transportation (DOT).

ACTION: Interim final rule.

SUMMARY: This interim final rule (IFR) ensures that the U.S. Department of Transportation (DOT or Department) operates its Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) Programs (collectively, Programs) in a nondiscriminatory fashion—in line with law and the U.S. Constitution. The IFR removes race- and sex-based presumptions of social and economic disadvantage that violate the U.S. Constitution.

DATES: This IFR is effective October 3, 2025. Comments must be received on or before November 3, 2025. To the extent practicable, DOT will consider late-filed comments.

ADDRESSES: You may submit comments identified by the docket number DOT–OST–2025–0897 by any of the following methods:

- **Federal Rulemaking Portal:** <http://www.regulations.gov>. Follow the online instructions for submitting comments.

- **Mail:** U.S. Department of Transportation, Docket Operations, M–30, West Building Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, Washington, DC 20590.

- **Hand Delivery:** U.S. Department of Transportation, Docket Operations, West Building Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

Instructions: All submissions must include the agency name, docket name, and docket number DOT–OST–2025–0897 or Regulatory Identifier Number

(RIN) 2105-AF33 for this rulemaking. DOT solicits comments from the public to inform its rulemaking process. DOT posts these comments, without edit, including any personal information the commenter provides, to www.regulations.gov, as described in the system of records notice (DOT/ALL-14 FDMS), which can be reviewed at www.dot.gov/privacy.

Docket: For access to the docket to read background documents or comments received, go to <http://www.regulations.gov> at any time or to U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue SE, Washington, DC 20950, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

Confidential Business Information: Confidential Business Information (CBI) is commercial or financial information that is both customarily and actually treated as private by its owner. Under the Freedom of Information Act (FOIA; 5 U.S.C. 552), CBI is exempt from public disclosure. If your comments responsive to this IFR contain commercial or financial information that is customarily treated as private, that you actually treat as private, and that is relevant or responsive to this IFR, it is important that you clearly designate the submitted comments as CBI. Please mark each page of your submission containing CBI as “PROPIN.” Submissions containing CBI should be sent to the individual listed in the **FOR FURTHER INFORMATION CONTACT** section below. Any commentary that OST receives that is not specifically designated as CBI will be placed in the public docket for this rulemaking.

Electronic Access and Filing

A copy of the IFR, all comments received, and all background material may be viewed online at <http://www.regulations.gov>. Electronic retrieval help and guidelines are available on the website. It is available 24 hours each day, 365 days each year. An electronic copy of this document may also be downloaded from the Office of the Federal Register’s website at <http://www.ofr.gov> and the Government Publishing Office’s website at <http://www.gpo.gov>.

FOR FURTHER INFORMATION CONTACT: Peter Constantine, Office of the General Counsel, Office of the Secretary, U.S. Department of Transportation, 1200 New Jersey Avenue SE, Washington, DC 20590 at (202) 658-9670 or peter.constantine@dot.gov.

SUPPLEMENTARY INFORMATION:

I. Introduction

Spanning nearly 40 years, the Department’s DBE and ACDBE programs are small business initiatives intended to level the playing field for businesses seeking to participate in federally assisted contracts and in airport concessions. Rooted in a desire to give small businesses a fair shake in the process, the Programs must balance a desire to help the small business community with an overriding government obligation to serve the public. The government must undertake all these efforts consistent with law—including constitutional nondiscrimination requirements that establish the conditions for national harmony and unity. This IFR advances the administration’s goals of nondiscrimination, fairness, and excellence in serving the American public.

Although the Programs aim to assist small businesses owned and controlled by “socially and economically disadvantaged individuals,” Congress has mandated by statute that DOT treat certain individuals—women and members of certain racial and ethnic groups—as “presumed” to be disadvantaged.¹ Other individuals do not benefit from that statutory presumption. This means that two similarly situated small business owners may face different standards for entering the program, based solely on their race, ethnicity, or sex.

On September 23, 2024, the U.S. District Court for the Eastern District of Kentucky determined that the DBE program’s statutory race- and sex-based presumptions likely do not comply with the Constitution’s promise of equal protection under the law.² The Court held that the Government may only use a racial classification to “further a compelling government interest” and may only use race in a “narrowly

¹ Congress has provided that: (1) “women shall be presumed to be socially and economically disadvantaged individuals”; and (2) the term “socially and economically disadvantaged individuals” should otherwise be given the meaning given by section 8(d) of the Small Business Act and its implementing regulations. See Infrastructure Investment and Jobs Act, Public Law 117-58, 11101(e)(2) (B) (2021) (DBE program for highway and transit funding); 49 U.S.C. 47107(e)(1) (ACDBE program); 49 U.S.C. 47113(a)(2) (DBE program for airport funding). Section 8(d) of the Small Business Act and its implementing regulations create a rebuttable presumption that “Black Americans,” “Hispanic Americans,” “Native Americans,” “Asian Pacific Americans,” and “Subcontinent Asian Americans” are disadvantaged. See 15 U.S.C. 637(d)(3); 13 CFR 124.103(b)(1).

² *Mid-America Milling Co. v. U.S. Dep’t of Transp.*, No. 3:23-cv-00072, 2024 WL 4267183 (Sept. 23, 2024).

tailored fashion.” It held that although courts have identified a compelling government interest in “remediating specific, identified instance[s] of past discrimination that violated the constitution or a statute,” the Government did not present evidence of such discrimination by DOT against each of the groups covered by the DBE program’s presumptions. The Court held, moreover, that the presumptions were not narrowly tailored because Congress used an unexplained “scattershot” approach in identifying the covered groups, and because the presumptions had no “logical end point.” The Court also held that the sex-based presumptions failed heightened scrutiny. Accordingly, the Court issued a preliminary injunction that prohibits DOT from mandating the use of presumptions with respect to contracts on which the two plaintiff entities bid. DOT has implemented the injunction by requiring funding recipients to remove DBE contract goals from any contracts on which the plaintiffs intend to bid.

On January 20, 2025, the President issued Executive Order 14151, *Ending Radical and Wasteful Government DEI Programs and Preferencing*, which affirmed that “Americans deserve a government committed to serving every person with equal dignity and respect” and directed agencies to recommend actions to align their programs and activities with this policy. On January 21, 2025, the President issued Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, which ordered agencies to “terminate all discriminatory and illegal preferences, mandates, policies, programs, activities, guidance, regulations, enforcement actions, consent orders, and requirements.”

On March 21, 2025, the Attorney General issued a memorandum to all Federal agencies on implementing these Executive Orders.³ The Attorney General noted that “federal policies that give preference to job applicants, employees, or contractors based on race or sex trigger heightened scrutiny under the Constitution’s equal protection guarantees and can only survive in rare circumstances.” The Attorney General directed all Federal agencies immediately to “[d]iscontinue any policies that establish numerical goals, targets, or quotas based on race or sex,” and to “[r]emove any contracting or

³ Memorandum from the Attorney General for All Federal Agencies, *Implementation of Executive Orders 14151 and 14173; Eliminating Unlawful DEI Programs in Federal Operations* (March 21, 2025), available at <https://www.justice.gov/ag/media/1409556/dl?inline>.

funding requirement or guidance that induces, requires, or encourages private parties to adopt discriminatory practices.”

On February 19, 2025, the President issued Executive Order 14219, *Ensuring Lawful Governance and Implementing the President’s “Department of Government Efficiency” Deregulatory Initiative*, which directed agencies to identify “unconstitutional regulations and regulations that raise serious constitutional difficulties,” and to target those regulations for repeal. On April 9, 2025, the President issued a memorandum directing that this effort should prioritize regulations that conflict with certain Supreme Court decisions, including *Students for Fair Admissions, Inc. v. Harvard (SFFA)*.⁴

In accordance with the directives of the President and the Attorney General, DOT and the U.S. Department of Justice (“DOJ”) have evaluated the DBE and ACDBE programs. DOT and DOJ, consistent with the ruling of the District Court, have determined that the race- and sex-based presumptions of DOT’s DBE programs are unconstitutional. In *SFFA*, the Supreme Court held that race-based admissions programs at universities violated the Equal Protection Clause of the Fourteenth Amendment—and, by corollary, Title VI of the Civil Rights Act. In light of *SFFA*, multiple Federal courts have held unlawful the use of presumptions similar to those used in the DBE and ACDBE programs. In *Ultima Serv. Corp. v. U.S. Dep’t of Agric.*, the Eastern District of Tennessee held that a Small Business Act program violated the equal protection component of the Fifth Amendment’s Due Process Clause to the extent that it used the exact same type of race-based presumptions used by the DBE and ACDBE programs.⁵ And in *Nuziardi v. Minority Business Development Agency*, the Northern District of Texas held that a race-based statutory presumption of disadvantage was unconstitutional and that the U.S. Department of Commerce’s application of this statutory preference violated the equal protection principle of the Fifth Amendment.⁶ As with the presumptions at issue in *Ultima* and *Nuziardi*, there is not a strong basis in evidence that the race- and sex-based presumptions used by the DBE and ACDBE programs are necessary to support a compelling governmental interest, and the presumptions are not narrowly tailored.

The government has no compelling justification for engaging in overt race or sex discrimination in the awarding of contracts in the absence of clear and individualized evidence that the award is needed to redress the economic effects of actual previous discrimination suffered by the awardee. For these reasons, the presumptions must be disregarded, and the Department’s DBE and ACDBE programs must be administered in all other respects in accordance with the law and consistent with the U.S. Constitution.

On May 28, 2025, DOT (represented by DOJ), along with the plaintiffs in the litigation in the U.S. District Court for the Eastern District of Kentucky, asked the Court to enter a Consent Order resolving a constitutional challenge to the DBE program.⁷ The motion is currently pending. In the proposed Consent Order, DOT stipulated and agreed that “the DBE program’s use of race- and sex-based presumptions of social and economic disadvantage . . . violates the equal protection component of the Due Process Clause of the Fifth Amendment of the U.S. Constitution.” The parties asked the Court to declare that “the use of DBE contract goals in a jurisdiction, where any DBE in that jurisdiction was determined to be eligible based on a race- or sex-based presumption, violates the equal protection component of the Due Process Clause of the Fifth Amendment,” and to “hold and declare that [DOT] may not approve any Federal, State, or local DOT-funded projects with DBE contract goals where any DBE in that jurisdiction was determined to be eligible based on a race- or sex-based presumption.”

On June 25, 2025, the Solicitor General wrote to the Speaker of the House, consistent with 28 U.S.C. 530D, to advise the Speaker that DOJ had concluded that the DBE program’s presumptions violate the U.S. Constitution, that DOJ would no longer defend the presumptions in court, and that DOJ had taken that position in ongoing litigation.⁸ The Solicitor General noted that DOJ “had previously defended the DBE program’s race- and sex-based presumptions by pointing to societal discrimination against minority-owned businesses generally.” He stated, however, that “[c]onsistent with *SFFA*’s rejection of a similar justification in the university-admissions context, [DOJ] has determined that an interest in

remediating the effects of societal discrimination does not justify the use of race- and sex-based presumptions in the DBE program.” The Solicitor General also reported that DOJ has determined that “like the admissions programs at issue in *SFFA*, the DBE program relies on arbitrary, overbroad, and underinclusive racial categories and lacks any logical end point.” DOT agrees with and adopts the Solicitor General’s analysis.

In light of DOT and DOJ’s determination that the DBE program’s race- and sex-based presumptions are unconstitutional, DOT is issuing this IFR to remove the presumptions from the DBE program regulations set forth in 49 CFR part 26. Because the ACDBE presumptions are functionally identical and suffer the same constitutional infirmity, this IFR also removes the presumptions from the ACDBE regulations set forth in 49 CFR part 23. To ensure a level playing field between existing participants and new applicants, while also eliminating the effects of the unconstitutional presumptions and reliance in whole or in part on claims of disadvantage based on race or sex, this IFR requires each Unified Certification Program (UCP) to reevaluate any currently certified DBE or ACDBE, to recertify any DBE or ACDBE that meets the new certification standards, and to decertify any DBE or ACDBE that does not meet the new certification standards. The IFR includes certain requirements that apply during the pendency of this reevaluation process.

II. Revisions

Part 26

Subpart A—General

1. Objectives (§ 26.1)

The Department amends § 26.1 to clarify the proper objectives of the DBE program. The Department’s amendments replace references to the DBE program being “narrowly tailored” with an objective intended to ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service. These amendments center the DBE program’s purpose of leveling the playing field for businesses owned and controlled by socially and economically disadvantaged individuals while providing excellent service to the American people.

2. Definitions (§ 26.5)

The Department changes the definition of “socially and economically disadvantaged individual” in § 26.5 to

⁴ 600 U.S. 181 (2023).

⁵ *Ultima Servs. Corp. v. U.S. Dep’t of Agric.*, 683 F. Supp. 3d 745 (E.D. Tenn. 2023).

⁶ *Nuziardi v. Minority Bus. Dev. Agency*, 721 F. Supp. 3d 431 (N.D. Tex. 2024).

⁷ Joint Motion for Entry of Consent Order, *Mid-America Milling Co. v. U.S. Dep’t of Transp.*, No. 3:23-cv-00072 (E.D. Ky. May 28, 2025).

⁸ Letter from Solicitor General D. John Sauer to Hon. Mike Johnson (June 25, 2025), <https://www.justice.gov/oip/media/1404871/dl?inline>.

remove the race- and sex-based presumptions that DOT and DOJ and have found to violate the Fifth Amendment. Under the revised rule, any individual seeking to demonstrate that he or she is a “socially and economically disadvantaged individual” will be required to make the same individualized showing of disadvantage, regardless of the individual’s race or sex.

In furtherance of these legal conclusions, the IFR also replaces the terms “race-neutral” and “race-conscious” in § 26.5 with “DBE-neutral” and “DBE-conscious” and modifies the definitions slightly for the same reasons.

3. Recordkeeping and Reporting (§ 26.11)

Similarly, the IFR eliminates the requirement in § 26.11(c)(2)(iv) for recipients to obtain bidders list information about the majority owner’s race and sex for all DBEs and non-DBEs who bid as prime contractors and subcontractors on each of a recipient’s federally assisted contracts, and then rennumbers the requirements in current §§ 26.11(c)(v) through (c)(vii) as §§ 26.11(c)(iv) through (c)(vi).

The IFR also eliminates the requirement in § 26.11(e)(1) that recipients report and categorize the percentage of in-State and out-of-State DBE certifications by sex and ethnicity. The IFR also eliminates the requirements in §§ 26.11(e)(5) and (6) that recipients report the number of in-State and out-of-State applications for an “individualized” determination of social or economic disadvantage status, and the number of in-State and out-of-State applicants who made an individualized showing of social and economic disadvantaged status. This IFR requires all applicants to demonstrate social and economic disadvantage affirmatively to participate in the DBE program, which renders these reporting requirements unnecessary. The IFR further rennumbers the reporting requirements in current §§ 26.11(e)(2) through (e)(4) as §§ 26.11(e)(1) through (e)(3).

Subpart B—Administrative Requirements for DBE Programs for Federally Assisted Contracting

4. Recipient Monitoring Responsibilities (§ 26.37)

For consistency, the IFR replaces the word “race-neutral” with “DBE-neutral” in § 26.37(b).

5. Fostering Small Business Participation (§ 26.39)

For consistency, the IFR replaces the word “race-neutral” with “DBE-neutral” in §§ 26.39(b)(1) and (5).

Subpart C—Goals, Good Faith Efforts, and Counting

6. Setting Goals (§ 26.45)

For consistency, the IFR replaces the phrase “race-neutral DBE program” with “DBE-neutral program” in § 26.45(a)(2).

For consistency, the IFR amends the second sentence of § 26.45(b) to replace the word “discrimination” with “social and economic disadvantage” so it will read as follows: “The goal must reflect your determination of the level of DBE participation you would expect absent the effects of social and economic disadvantage.”

For consistency and to ensure recipients establish overall goals that include only DBEs who are ready, willing, and able to compete for and participate in DOT-assisted contracts, the Department amends § 26.45(c)(3) to clarify that any disparity studies utilized by recipients in setting their goals must provide a detailed capacity analysis, including the methodology used. The Department makes the same clarification regarding the use of disparity studies in § 26.45(d)(ii).

For consistency, the IFR amends § 26.45(f)(3) to remove references to race-neutral and race-conscious measures.

The IFR amends § 26.45(g)(1) to remove consultation requirements for minority and women’s contractor groups, as well as the language related to posting proposed overall goals in minority-focused media.

The IFR amends § 26.45(h) by removing the existing language, as there will be no opportunity to create group-specific goals now that race and sex have been removed from the regulation. In its place, the IFR adds new language in § 26.45(h) to indicate that a recipient is not required to update its overall goal until its UCP completes the reevaluation process described in § 26.111.

7. Failing To Meet Overall Goals (§ 26.47)

For consistency, the IFR replaces the words “race-conscious” and “race-neutral” with “DBE-conscious” and “DBE-neutral” in § 26.47(c)(4) and § 26.47(d).

The IFR adds § 26.47(e) to provide that until a Unified Certification Program (UCP) completes the reevaluation process described in § 26.111, the compliance provisions of

§ 26.47 will not apply to any recipient covered by that UCP. This requirement ensures fairness to recipients during the transition period.

8. Means Used To Meet Overall Goals (§ 26.51)

For consistency, the IFR replaces the words “race-conscious” and “race-neutral” with “DBE-conscious” and “DBE-neutral” throughout § 26.51 and the corresponding examples.

The IFR adds § 26.51(h) to provide that until a UCP completes the reevaluation process described in § 26.111, a recipient covered by that UCP may not set any contract goals. This provision ensures that existing DBEs do not continue to receive any benefits as a result of their certification under the old standards.

9. Counting DBE Participation Toward Goals (§ 26.55)

The IFR adds § 26.55(i) to provide that until a UCP completes the reevaluation process described in § 26.111, a recipient covered by that UCP may not count any DBE participation toward DBE goals. This provision ensures that existing DBEs do not continue to receive any benefits as a result of their certification under the old standards.

Subpart D—Certification Standards

10. Burden of Proof (§ 26.61)

The IFR eliminates § 26.61(b)(2), which imposed a burden of proof on certifiers with respect to individuals subject to the race- and sex-based presumptions that the IFR eliminates.

11. Social and Economic Disadvantage (§ 26.67)

The IFR revises § 26.67 to implement the removal of unconstitutional race- and sex-based presumptions. The IFR requires all small business concerns to demonstrate social and economic disadvantage based on their own experiences and circumstances without reliance in whole or in part on race or sex.

Subpart F—Compliance and Enforcement

12. Reevaluation Process (§ 26.111)

This IFR adds § 26.111 to require each UCP to reevaluate any currently certified DBE, to recertify any DBE that meets the new certification standards, and to decertify any DBE that does not meet the new certification standards or fails to provide additional information required for submission under the new certification standards. The IFR provides that decertification procedures of 49 CFR 26.87 do not apply to any

decertification decisions under this process. The IFR requires each UCP to complete the reevaluation process as quickly as practicable following issuance of this IFR. The Department will work with each UCP to minimize the practical impact of this rule change during the pendency of the reevaluation process. This reevaluation process will ensure a level playing field between existing participants and new applicants, while also eliminating the effects of the unconstitutional presumptions and reliance on claims of disadvantage based in whole or in part on race or sex. This process does not replace or restrict the Department's ability to conduct a review or take action under Title VI or other applicable law regarding compliance with equal protection principles. A companion provision has been added to part 23 with respect to reevaluation of ACDBEs.

Part 23

Subpart A—General

13. Aligning Part 23 With Part 26 Objectives (§ 23.1)

The IFR amends the program objectives for the ACDBE program in § 23.1 that are similar to the amendments to the DBE program objectives in § 26.1.

14. Definitions (§ 23.3)

The IFR amends the definition of the phrase “socially and economically disadvantaged individual” in § 23.3 to conform to the definition of the phrase in § 26.5. In addition, the IFR replaces the terms “race-conscious” and “race-neutral” with “ACDBE-conscious” and “ACDBE-neutral” in § 23.3.

Subpart B—ACDBE Programs

15. Measures To Ensure Nondiscrimination Participation of ACDBEs (§ 23.25)

For consistency, the IFR replaces the words “race-neutral” and “race-conscious” with “DBE-neutral” and “DBE-conscious” in §§ 23.25(d) and (e).

The IFR adds § 23.25(h) to provide that until a UCP completes the reevaluation process described in § 23.81, a recipient covered by that UCP may not set concession-specific goals or use any of the other methods described in § 23.25(e). This provision ensures that existing ACDBEs do not continue to receive any benefits as a result of their certification under the old standards.

16. Fostering Small Business Participation (§ 23.26)

For consistency, the IFR replaces the words “race-neutral” with “DBE-neutral” in § 23.26(b)(1).

For consistency, the IFR replaces the words “minority and women owned” with “socially and economically disadvantaged” in § 23.26(d)(5).

For consistency, the IFR replaces the word “gender” with “sex” in § 23.26(e).

17. Reporting and Recordkeeping (§ 23.27)

The IFR eliminates the requirement in § 23.27(c)(2)(iv) for recipients to obtain information about the majority owner's race and sex for all ACDBEs and non-ACDBEs who seek to work on each of a recipient's concession opportunities, and then renumbers the requirements in current §§ 23.27(c)(v) through (c)(vii) as §§ 23.27(c)(iv) through (c)(vi). The IFR also eliminates the requirement in § 23.27(d)(1) that recipients report and categorize the percentage of in-State and out-of-State ACDBE certifications by sex and ethnicity. The IFR also eliminates the requirements in §§ 23.27(d)(5) and (6) that recipients report the number of in-State and out-of-State applications for “individualized” determinations of social or economic disadvantage status, and the number of in-State and out-of-State applicants who made an individualized showing of social and economic disadvantaged status. This IFR requires all applicants to demonstrate social and economic disadvantage affirmatively to participate in the ACDBE program, which renders these reporting requirements unnecessary. The IFR further renumbers the reporting requirements in current §§ 23.27(d)(2) through (d)(4) as §§ 23.27(d)(1) through (d)(3).

Subpart D—Goals, Good Faith Efforts, and Counting

18. Goal and Consultation Requirements (§§ 23.41, 23.43)

The IFR amends § 23.41(d) by removing the existing language, as there will be no opportunity to create group-specific goals now that race and sex have been removed from the regulation. In its place, the IFR adds new language to indicate that a recipient is not required to update its overall goal until its UCP completes the reevaluation process described in § 23.81.

The IFR amends § 23.43(b) to remove consultation requirements for minority and women's contractor groups, as well as the language related to posting proposed overall goals in minority-focused media.

19. Setting Goals (§ 23.51)

For consistency, the Department amends § 23.51(a) to replace the words “discrimination and its effects” with “social and economic disadvantage.” For consistency, the IFR replaces the

words “race-neutral” and “race-conscious” with “ACDBE-neutral” and “ACDBE-conscious” in §§ 23.51(f), (g), and (h), and in § 23.51(d)(5).

For consistency and to ensure recipients establish overall goals that include only DBEs who are ready, willing, and able to compete for and participate in DOT-assisted contracts, the Department amends § 23.51(c)(3) to clarify that any disparity studies utilized by recipients in setting their goals must provide a detailed capacity analysis, including the methodology used.

20. Counting ACDBE Participation During Transition Period (§§ 23.53, 23.55)

The IFR adds § 23.53(g) and § 23.55(m) to provide that until a UCP completes the reevaluation process described in § 23.81, recipients covered by that UCP, and car rental companies operating at airports covered by that UCP, may not count any ACDBE participation toward ACDBE goals. These provisions ensure that existing ACDBEs do not continue to receive any benefits as a result of their certification under the old standards.

21. Failing To Meet Overall Goals (§ 23.57)

For consistency, the IFR replaces the words “race-conscious” and “race-neutral” with “DBE-conscious” and “DBE-neutral” in § 23.57(b)(4) and § 23.57(c).

The IFR adds § 23.57(d) to provide that until a UCP completes the reevaluation process described in § 23.81, the compliance provisions of § 23.57 will not apply to any recipient covered by that UCP. This requirement ensures fairness to recipients during the transition period.

22. Reevaluation Process (§ 23.81)

This IFR adds § 23.81 to require each UCP to reevaluate any currently certified ACDBE, to recertify any ACDBE that meets the new certification standards, and to decertify any DBE that does not meet the new certification standards or fails to provide additional information required for submission under the new certification standards. The IFR provides that decertification procedures of 49 CFR 26.87 do not apply to any decertification decisions under this process. The IFR requires each UCP to complete the reevaluation process as quickly as practicable following issuance of this IFR. The Department will work with each UCP to minimize the practical impact of this rule change during the pendency of the reevaluation process. This reevaluation

process will ensure a level playing field between existing participants and new applicants, while also eliminating the effects of the unconstitutional presumptions and reliance on claims of disadvantage based in whole or in part on race or sex. This process does not replace or restrict the Department's ability to conduct a review or take action under Title VI or other applicable law regarding compliance with equal protection principles. A companion provision has been added to part 26 with respect to reevaluation of DBEs.

III. Public Proceedings

The Administrative Procedure Act generally requires agencies to provide the public with notice of proposed rulemaking and an opportunity to comment prior to publication of a substantive rule. However, 5 U.S.C. 553(b)(B) authorizes agencies to publish a final rule without first seeking public comment on a proposed rule "when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest." DOT finds that providing advance notice and an opportunity to comment on these regulatory changes pertaining to the DBE and ACDBE programs would be impracticable, unnecessary, and contrary to the public interest. Consistent with the letter authored by the Solicitor General and discussed elsewhere in the preamble,⁹ DOT has determined that race- and sex-based presumptions of the DBE and ACDBE programs violate the U.S. Constitution. In the absence of this IFR, however, DOT's own regulations would continue to require funding recipients to apply those very same presumptions. Allowing this confusing and contradictory situation to continue during a notice-and-comment process would be impracticable and contrary to the public interest. Further, notice-and-comment is unnecessary where a regulatory action is required as a matter of law to ensure consistency with rulings of the United States Supreme Court. It is well-established that an agency is not required to continue to enforce a statutory provision that it has found to be unconstitutional.¹⁰ By the

same token, an agency is not required to subject the public to unconstitutional requirements. This IFR provides notice of the amendments to the regulations' provisions and invites the public to comment. DOT has determined, however, that it should not delay the effectiveness of the amendments and that it should act immediately to remedy the unconstitutional programs. For the foregoing reasons, the good cause exception in 5 U.S.C. 553(d)(3) also applies to DOT's decision to make this IFR effective upon publication.

IV. Regulatory Analyses and Notices

A. Executive Order: 12866 ("Regulatory Planning and Review"), Executive Order 13563 ("Improving Regulation and Regulatory Review"), and DOT Regulatory Policies and Procedures

The IFR is a significant regulatory action under Executive Order 12866, "Regulatory Planning and Review," as supplemented by Executive Order 13563, "Improving Regulation and Regulatory Review." Accordingly, the Office of Management and Budget (OMB) has reviewed it under that Executive Order.

The IFR amends reporting and eligibility requirements for the Department's Airport Concession Disadvantaged Business Enterprises (ACDBE) program and Disadvantaged Business Enterprise (DBE) program. These programs are implemented and overseen by recipients of certain Department funds. The changes to the requirements would affect businesses participating in the programs, recipients of Department funds who oversee the programs, and the Department.

The IFR replaces the race- and sex-based presumptions previously embedded in these programs with a requirement for individualized demonstrations of social and economic disadvantage. The IFR also modifies terminology and data reporting requirements to align with constitutional principles while maintaining the programs' statutory objectives.

Need for Regulatory Revisions

The IFR is being issued pursuant to legal determinations by DOT and DOJ that the race- and sex-based presumptions previously embedded in these programs are unconstitutional. In addition to legal compliance, this action corrects a regulatory failure—namely,

principle[] applies] to the President and subordinate executive agencies.""); Office of Legal Counsel Opinion, *Presidential Authority to Decline to Execute Unconstitutional Statutes*, 18 U.S. Op. Off. Legal Counsel 199 (1994).

reliance on presumptions that no longer withstand judicial scrutiny—by shifting to individualized determinations. The IFR aligns the programs with constitutional mandates.

Costs and Benefits

Costs

While DOT is unable to quantify all the economic costs and benefits of the IFR, the Department has identified both qualitative and quantitative impacts. Several provisions may lead to increased or decreased burdens for applicants, certifying agencies, and recipients related to transitional documentation requirements, the degree of technical rigor in disparity studies, and changes in program reporting. The magnitude of these costs and benefits would depend on the scope of the change; the likelihood of behavior adjustment; and potential legal, administrative, or programmatic effects.

Unquantified Costs

Key provisions of the IFR and their related cost impacts include:

- *Removal of race- and sex-based presumptions.* This provision eliminates presumptive eligibility based on race or sex and requires applicants to submit individualized evidence of social disadvantage, alongside the remaining required showing of economic disadvantage. Although the underlying economic disadvantage documentation (e.g., Personal Net Worth, income verification) was already a component of many applications, the shift to a required narrative or case-specific justification for all applications, as opposed to just those that did not meet the presumption of eligibility, may introduce additional procedural burdens and time costs on some applicants. This may increase the complexity of preparing applications and even potentially deter participation among some eligible small businesses, especially those with limited administrative capacity or legal support. This may also implicate reliance interests for businesses that were previously certified based on presumptive eligibility. However, many eligible small businesses will continue efforts at applying for certification and assume the additional burden to apply because of the benefits to being certified and the potential opportunity it brings outweighs the added burden of the application process. All eligible businesses may apply for and potentially obtain certification under the new certification process, which mitigates any impact on reliance interests. In addition, businesses'

⁹ Letter from Solicitor General D. John Sauer to Hon. Mike Johnson (June 25, 2025), <https://www.justice.gov/oip/media/1404871/dl?inline>.

¹⁰ See *In re Aiken County*, 725 F.3d 255, 259 (D.C. Cir. 2013) (Kavanaugh, J.) ("If the President has a constitutional objection to a statutory mandate or prohibition, the President may decline to follow the law unless and until a final Court order dictates otherwise. . . . [This] basic constitutional

reliance interests do not justify continuing to implement presumptions that DOT and DOJ have determined are unconstitutional.

- **Certification burden.** As the burden of production and persuasion shifts away from certifying officials to individual applicants, certifying agencies may experience increased numbers of intake inquiries and clarification requests as applicants navigate the new social disadvantage requirements, or face inconsistent application quality, especially during the transition period. This would require certifying agencies to spend time following up with applicants and guiding them through the application as they go through the re-certification process, which implicates certifying agencies' reliance interests. In the short-term, the increase in workload and support services on certifying agencies may temporarily elevate the demands on the recipients' staff demands or delay determinations, which could at least partially offset any cost savings from shifting this burden to applicants. However, in the long run, it is expected that after the initial review of each applicant, subsequent reviews of applicants will require minimal agency time and will not implicate agencies' reliance interests.

- **Reevaluation of all affected DBEs/ACDBEs.** DBE/ACDBE participants who have previously qualified based in whole or in part on their race or sex will incur additional costs to develop and provide the individualized narrative required by the IFR. In addition, all firms will temporarily lose certifications until the reevaluation process is complete, and some firms may lose the certifications that currently lead to opportunities for them to participate, potentially leading to a loss of business opportunities and implicating firms' reliance interests (though this would be offset by other firms who face increased access to the same opportunities). Additional administrative burdens will also fall on certifiers (UCPs) performing the reevaluations. This could also lead to delays in goal setting and program participation, resulting from the temporary pause in counting DBE participation while the reevaluation process is underway.

- **Clarified disparity study expectations.** The rule requires that disparity studies include detailed capacity analyses, which may necessitate additional economic modeling, data collection, and expert analysis beyond what is standard practice in many jurisdictions. These requirements could increase costs,

particularly for large or multi-jurisdictional studies. While such studies are episodic rather than annual, the enhanced methodology could impose non-trivial compliance costs when undertaken.

- **Elimination of race/sex reporting in bidder lists.** The removal of demographic fields from bidder list reporting will reduce the administrative burden of data entry for participants and recipients, though the cost impact would likely be negligible.

- **Terminology changes and redefinitions.** These changes update program language to reflect constitutional terminology but do not alter administrative procedures or eligibility. The impact is purely semantic and is not expected to have any material cost impacts.

Quantified Costs: Information Collection Burden (Paperwork Reduction Act)

In addition to the above qualitative costs, the Department has quantified a portion of the expected compliance burdens as part of its Paperwork Reduction Act (PRA) package of the rule. These burdens represent the time and resources required to prepare, submit, and review program-related information.

Requirement	Estimated cost burden	Timing
Certification narratives (firms)	\$91.9 million	One-time.
UCP reevaluations	\$3.4 million	One-time.
Interstate certification	\$0.46 million	One-time.
Bidders' list reporting	\$1.24 million	Annual.
ACDBE annual report	\$0.58 million	Annual.
Goal setting (disparity studies)	\$0.46 million (annual cost)	Every three years.

These figures reflect fully loaded labor costs consistent with the Bureau of Labor Statistics data and DOT's standard methodology. One-time burdens primarily reflect transaction costs related to individualized certification requirements, while recurring burdens are associated with ongoing reporting and program administration. Overall, the IFR's primary quantified costs are transitional and one-time, totaling approximately \$95 million, with recurring annualized burdens of about \$1.8 million.

Benefits

With respect to benefits, the IFR will enhance constitutional compliance and reduce risks associated with constitutional litigation. It may also improve public trust by reinforcing fairness in eligibility determinations, which, although not easily quantifiable,

represent important benefits from improved program integrity.

B. Executive Order 14192 ("Unleashing Prosperity Through Deregulation")

This interim final rule is considered an E.O. 14219 deregulatory action because the unquantified cost-savings associated with constitutional compliance outweigh the quantified costs.

C. Executive Order 13132 ("Federalism")

This IFR has been analyzed in accordance with the principles and criteria contained in Executive Order 13132 ("Federalism"), and the rule satisfies the requirements of the Executive Order. While the rule may include provisions that impose substantial direct compliance costs on State and local governments, the Department has determined that

consultation with State and local governments prior to promulgation of the rule is not practicable given the urgent need to cure constitutional infirmities with the existing DBE and ACDBE regulations. These changes are required not by statute, but to ensure that the DBE and ACDBE programs do not violate the U.S. Constitution. We seek comment from State and local governments on these burdens during the comment period for this IFR.

D. Executive Order 13175 ("Consultation and Coordination With Indian Tribal Governments")

This rulemaking has been analyzed in accordance with the principles and criteria contained in Executive Order 13175 ("Consultation and Coordination with Indian Tribal Governments"). Because this rulemaking does not significantly or uniquely affect the communities of the Indian Tribal

governments or impose substantial direct compliance costs on them, the funding and consultation requirements of Executive Order 13175 do not apply.

E. Unfunded Mandates Reform Act

The Unfunded Mandates Reform Act (UMRA) of 1995 (Pub. L. 104–4) requires agencies to prepare a written assessment of the costs, benefits, and other effects of proposed or final rules that include a Federal mandate likely to result in expenditures by State, local, or tribal governments, in the aggregate, or by the private sector, of more than \$100 million annually (adjusted annually for inflation with the base year of 1995). This rulemaking would not result in annual State expenditures exceeding the minimum threshold. The Department has determined that the requirements of the Title II of the Unfunded Mandates Reform Act of 1995 therefore do not apply to this rulemaking.

F. National Environmental Policy Act

The Department has analyzed the environmental impacts of this action pursuant to the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 *et seq.*) and has determined that it is categorically excluded pursuant to DOT Order 5610.1D, available at <https://www.transportation.gov/mission/dots-procedures-considering-environmental-impacts>. Categorical exclusions are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). The purpose of this rulemaking is to amend the Department's DBE and ACDBE regulations. Section 9(f) of DOT Order 5610.1D states that a DOT Operating Administration can use the categorical exclusions developed by another Operating Administration. This action is covered by the categorical exclusion listed in the Federal Transit Administration's implementing procedures, "[p]lanning and administrative activities that do not involve or lead directly to construction, such as: . . . promulgation of rules, regulations, directives . . ." 23 CFR 771.118(c)(4). In analyzing the applicability of a categorical exclusion, the agency must also consider whether extraordinary circumstances are present that would warrant the preparation of an EA or EIS. The Department does not anticipate any environmental impacts, and there are no extraordinary circumstances present in connection with this rulemaking.

G. Regulatory Flexibility Act

The Regulatory Flexibility Act (RFA) of 1980 (5 U.S.C. 601 *et seq.*) requires agencies to evaluate the potential effects of their proposed and final rules on small businesses, small organizations, and small governmental jurisdictions. Whenever an agency is required by 5 U.S.C. 553, or any other law, to publish general notice of proposed rulemaking for any proposed rule, the agency must conduct and publish for public comment a regulatory flexibility analysis. Because the Department is not required to publish a proposed rulemaking for this action, an analysis under the RFA is not required.

H. Paperwork Reduction Act

The Paperwork Reduction Act (PRA) of 1995 (Pub. L. 104–13, 49 U.S.C. 3501, 3507) requires Federal agencies to obtain approval from the Office of Management and Budget (OMB) before undertaking a new collection of information imposed on ten or more persons, or continuing a collection previously approved by OMB that is set to expire.

This IFR modifies existing collection instruments in both parts 23 and 26. The following is a description of the sections that contain new and modified information collection requirements, along with the estimated hours and cost to fulfill them.

For purposes of estimating the cost burden on recipients, the State government wage rate was taken from the Bureau of Labor and Statistics (BLS) estimate of median wages for employees in the category of "Eligibility Interviewer in Government Programs" (OEWS Designation 43–4061). For the purpose of calculating loaded wage rates, these burden estimates assume wages represent 61.9 percent of total compensation, which is consistent with similar loaded wage rate estimates identified by BLS and used by DOT for related purposes. Because wages represent 61.9 percent of total compensation, the appropriate cost multiplier is 1.62 (1/0.619). Accordingly, the wage rate (\$25.95) is multiplied by 1.62 to get a fully loaded hourly wage rate of \$42.04 to account for the cost of employer-provided benefits.

For purposes of estimating the cost burden on applicant and certified DBE/ACDBE firms, the wage rate was taken from the BLS estimate of median wages for individuals in the category of "Cross-industry, Private Ownership Only" (OEWS Designation 00–0001). Using the same loaded wage rate identified above, the wage rate for DBE/

ACDBE applicant firms (\$69.20) is multiplied by 1.62 to get a fully loaded hourly wage rate of \$112.10 to account for the cost of employer-provided benefits. The Department emphasizes that many of these hour and cost burdens are one-time burdens as a result of the change in the DBE certification eligibility requirements. After the initial transition to the new requirements, increases in annual burdens will be modest. For DOT recipients, reporting burdens are expected to decrease as a result of reduced DBE/ACDBE reporting requirements.

i. Reapplication Review for DBE/ACDBE Certification Based on Individualized Showing of Social Disadvantage

To satisfy the social and economic disadvantage (SED) requirement and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific instances of economic hardship, systemic barriers, and denied opportunities that impeded the owner's progress or success in education, employment, or business, including obtaining financing on terms available to similarly situated persons who did not face barriers in obtaining terms.

The PN must state how and to what extent the impediments caused the owner economic harm, including a full description of type and magnitude, and must establish the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals.

The owner must attach to the PN a current personal net worth (PNW) statement and any other financial information the owner considers relevant. The total annual burden hours below were calculated based on the average of three stakeholder responses ranging from 240–2,000 hours. The total annual cost burden was calculated based on one stakeholder response of \$80,000.

In preparing this estimate, DOT estimated a 10 percent decrease in the number of currently certified firms who will submit documentation to maintain their DBE/ACDBE decertification status. DOT also assumed a 50 percent reduction in the total burden hours compared to the pre-existing estimated burden for completing the full Uniform Certification Application (UCA), as firms will be able to use many of their other existing certification documents for resubmission.

Respondents: Firms seeking to maintain their DBE/ACDBE certification.

Estimated Number of Respondents: 41,000.

Frequency: One time per respondent.

Total Annual Burden Hours: 820,000 (one-time burden).

Total Annual Cost Burden: \$91,922,000 (one-time burden).

ii. Unified Certification Program (UCP) Reevaluation of Applications for DBE/ACDBE Certification Based on Individualized Showing of Social Disadvantage

UCPs will need to reevaluate DBE/ACDBE applicant firms based on updated submission of application materials, including the PN and PNW statement. This estimate assumes an average burden of two hours to complete a review and make a disposition for each DBE/ACDBE certification application, including notifications to other jurisdictions.

Respondents: UCPs.

Estimated Number of Respondents: 53.

Frequency: One-time reevaluation of 41,000 applicant firms.

Total Annual Burden Hours: 82,000 (one-time burden).

Total Annual Cost Burden: \$3,447,280 (one-time cost).

iii. Maintaining and Updating Bidders' Lists

We estimate that recipients will experience a reduced burden to implement 49 CFR 26.11 as a result of eliminating the race- and sex-based reporting requirements for bidders' lists, in addition to eliminating the requirement to report data related to applications for and determinations of individualized social and economic disadvantage.

Respondents: FAA, FHWA, and FTA funding recipients.

Estimated Number of Respondents: 1,639.

Frequency: 3 times per year.

Total Annual Burden Hours: 29,502.

Total Annual Cost Burden: \$1,240,264.

iv. ACDBE Annual Report of Percentages of ACDBEs in Various Categories

We estimate that FAA airport recipients will experience a reduced burden to implement 49 CFR 26.11 as a result of eliminating the race- and sex-based reporting requirements for bidders' lists, in addition to eliminating the requirement to report data related to applications for and determinations of individualized social and economic disadvantage.

Respondents: State Departments of Transportation, District of Columbia, U.S. Virgin Islands, and Puerto Rico.

Estimated Number of Respondents: 53.

Frequency: Once per year.

Total Annual Burden Hours: 13,780.

Total Annual Cost Burden: \$579,311.

v. Setting Overall Goals for DBE Participation in DOT-Assisted Contracts

The Department estimates a modest increase in burden for setting overall DBE goals as a result of the transition to the new DBE certification requirements and enhanced expectations related to disparity studies used in setting overall goals. These changes may result in increases in the amount of time for recipients to set goals based on the relative availability of certified DBEs.

Respondents: DOT funding recipients.

Estimated Number of Respondents: 1,639.

Frequency: Once every three years.

Total Annual Burden Hours: 10,927.

Total Annual Cost Burden: \$459,371.

vi. Providing Evidence of Certification to an Additional State When a Firm Certified in Its Home State Applies to Another State for Certification (Interstate Certification)

The Department estimates a one-time increase in the burden for firms to provide evidence of certification to an additional State when a firm certified in its home State applies to another State for certification.

Respondents: DBE/ACDBE firms applying for interstate certification.

Estimated Number of Respondents: 4,100.

Frequency: Once.

Total Annual Burden Hours: 4,100.

Total Annual Cost Burden: \$459,610 (one-time cost).

As noted in the Costs and Benefits section of this analysis, these burden hour and cost estimates have been incorporated into the Department's overall assessment of regulatory costs.

Notwithstanding any other provision of law, no person is required to respond to a collection of information unless that collection displays a valid OMB control number.

I. Congressional Review Act

The Congressional Review Act, 5 U.S.C. 801 *et seq.*, generally provides that before a rule may take effect, the agency promulgating the rule must submit a rule report, which includes a copy of the rule, to each House of the Congress and to the Comptroller General of the United States. DOT will submit a report containing this rule and other required information to the U.S. Senate,

the U.S. House of Representatives, and the Comptroller General of the United States. This rule does not constitute a major rule as defined in 5 U.S.C. 804(2).

List of Subjects in 49 CFR Parts 23 and 26

Administrative practice and procedure, Airports, Civil rights, Government contracts, Grant programs—transportation, Mass transportation, Minority businesses, Reporting and recordkeeping requirements.

Sean P. Duffy,

Secretary of Transportation.

For the reasons stated in the preamble, the Department of Transportation amends 49 CFR parts 23 and 26 as follows:

PART 23—PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISE IN AIRPORT CONCESSIONS

■ 1. The authority for part 23 continues to read as follows:

Authority: 49 U.S.C. 47107 and 47113; 42 U.S.C. 2000d; 49 U.S.C. 322; E.O. 12138, 44 FR 29637, 3 CFR, 1979 Comp., p. 393.

■ 2. Amend § 23.1 by revising paragraph (c) to read as follows:

§ 23.1 What are the objectives of this part?

* * * * *

(c) To ensure that the Department's ACDBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;

* * * * *

■ 3. Amend § 23.3 as follows:

■ a. Add definitions for ACDBE-conscious and ACDBE-neutral in alphabetical order;

■ b. Remove the definitions of Race-conscious and Race-neutral; and

■ c. Revise the definition of Socially and economically disadvantaged individual.

The additions and revisions read as follows:

§ 23.3 What do the terms used in this part mean?

ACDBE-conscious measure or program is one that is focused specifically on assisting only ACDBEs.

ACDBE-neutral measure or program is one that is, or can be, used to assist all small business concerns.

* * * * *

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically

disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, applicants may qualify as socially and economically disadvantaged only if they can meet the relevant criteria described in § 26.67.

■ 4. Amend § 23.25 as follows:

■ a. Revise the introductory text of paragraphs (d) and (e); and

■ b. Add paragraph (h).

The revisions read as follows:

§ 23.25 What measures must recipients include in their ACDBE programs to ensure nondiscriminatory participation of ACDBEs in concessions?

(d) Your ACDBE program must include ACDBE-neutral measures that you will take. You must maximize the use of ACDBE-neutral measures, obtaining as much as possible of the ACDBE participation needed to meet overall goals through such measures. These are responsibilities that you directly undertake as a recipient, in addition to the efforts that concessionaires make, to obtain ACDBE participation. The following are examples of ACDBE-neutral measures you can implement:

(e) Your ACDBE program must also provide for the use of ACDBE-conscious measures when ACDBE-neutral measures, standing alone, are not projected to be sufficient to meet an overall goal. The following are examples of ACDBE-conscious measures you can implement:

(h) Effective October 3, 2025, you may not use any of the measures described in paragraph (e) of this section until the UCP that covers you has completed the reevaluation process described in § 23.81.

■ 5. Amend § 23.26 by revising paragraphs (b) introductory text, (b)(1), (d)(5), and (e) to read as follows:

§ 23.26 Fostering small business participation.

(b) This element must be submitted to the FAA for approval as a part of your ACDBE program. As part of this program element, you may include, but are not limited to including, the following strategies:

(1) Establish an ACDBE-neutral small business set-aside for certain concession opportunities. Such a strategy would include the rationale for selecting small

business set-aside concession opportunities that may include consideration of size and availability of small businesses to operate the concession.

(d) * * *

(5) You will take aggressive steps to encourage those socially and economically disadvantaged firms eligible for ACDBE certification to become certified; and

(e) A State, local, or other program, in which eligibility requires satisfaction of race, sex, or other criteria in addition to business size, may not be used to comply with the requirements of this part.

§ 23.27 [Amended]

■ 6. Amend § 23.27 as follows:

■ a. Remove paragraph (c)(2)(iv);

■ b. Redesignate paragraphs (c)(2)(v), (c)(2)(vi), and (c)(2)(vii) as paragraphs (c)(2)(iv), (c)(2)(v), and (c)(2)(vi), respectively;

■ c. Remove paragraph (d)(1);

■ d. Redesignate subparagraphs (d)(2), (d)(3), and (d)(4) as paragraphs (d)(1), (d)(2), and (d)(3), respectively; and

■ e. Remove paragraphs (d)(5) and (d)(6).

■ 7. Amend § 23.41 by revising paragraph (d) to read as follows:

§ 23.41 What is the basic overall goal requirement for recipients?

(d) Effective October 3, 2025, you are not required to update your overall goals until the UCP that covers you has completed the reevaluation process described in § 23.81.

■ 8. Amend § 23.43 by revising paragraph (b) to read as follows:

§ 23.43 What are the consultation requirements in the development of recipients' overall goals?

(b) Stakeholders with whom you must consult include, but are not limited to, business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations that could be expected to have information concerning the availability of disadvantaged businesses and the recipient's efforts to increase participation of ACDBEs.

■ 9. Amend § 23.45 by revising paragraphs (f), (g), and (h) to read as follows:

§ 23.45 What are the requirements for submitting overall goal information to the FAA?

(f) Your submission must include your projection of the portions of your overall goals you propose to meet through use of ACDBE-neutral and ACDBE-conscious means, respectively, and the basis for making this projection (see § 23.51(d)(5)).

(g) FAA may approve or disapprove the way you calculated your goal, including your ACDBE-neutral/ACDBE-conscious "split," as part of its review of your plan or goal submission. Except as provided in paragraph (h) of this section, the FAA does not approve or disapprove the goal itself (*i.e.*, the number).

(h) If the FAA determines that your goals have not been correctly calculated or the justification is inadequate, the FAA may, after consulting with you, adjust your overall goal or ACDBE-neutral/ACDBE-conscious "split." The adjusted goal represents the FAA's determination of an appropriate overall goal for ACDBE participation in the recipient's concession program, based on relevant data and analysis. The adjusted goal is binding.

■ 10. Amend § 23.51 as follows:

■ a. Revise the introductory text of paragraph (a);

■ b. Revise paragraph (a)(2);

■ c. Revise paragraph (c)(3); and

■ d. Revise paragraph (d)(5).

The revisions read as follows:

§ 23.51 How are a recipient's overall goals expressed and calculated?

(a) Your objective in setting a goal is to estimate the percentage of the base calculated under §§ 23.47 through 23.49 that would be performed by ACDBEs in the absence of social and economic disadvantage and its effects.

(2) In conducting this goal setting process, you are determining the extent, if any, to which the firms in your market area have been impacted by social and economic disadvantage in connection with concession opportunities or related business opportunities.

(c) * * *

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study. Any disparity study utilized must

provide a detailed capacity analysis, including the methodology used.

* * * * *

(d) * * *

(5) Among the information you submit with your overall goal (see § 23.45(e)), you must include description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, as well as the adjustments you made to the base figure and the evidence relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and an explanation of how you used that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through ACDBE-neutral and ACDBE-conscious measures, respectively (see §§ 26.51(c) of this chapter).

* * * * *

■ 11. Amend § 23.53 by adding paragraph (g) to read as follows:

§ 23.53 How do car rental companies count ACDBE participation toward their goals?

* * * * *

(g) Effective October 3, 2025, you as a car rental company may not count any ACDBE participation toward the goal that an airport has set for you until the UCP covering that airport has completed the reevaluation process described in part 26, § 23.81

■ 12. Amend § 23.55 by adding paragraph (m) to read as follows:

§ 23.55 How do recipients count ACDBE participation toward goals for items other than car rentals?

* * * * *

(m) Effective October 3, 2025, you may not count any ACDBE participation toward ACDBE goals until the UCP covering you has completed the reevaluation process described in § 23.81.

■ 13. Amend § 23.57 as follows:

- a. Revise paragraphs (b)(4) and (c); and
- b. Add paragraph (d).

The revision and addition read as follows:

§ 23.57 What happens if a recipient falls short of meeting its overall goals?

* * * * *

(b) * * *

(4) The FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your ACDBE-

neutral/ACDBE-conscious split, or the introduction of additional ACDBE-neutral or ACDBE-conscious measures.

* * * * *

(c) If information coming to the attention of FAA demonstrates that current trends make it unlikely that you, as an airport, will achieve ACDBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FAA may require you to make further good faith efforts, such as modifying your ACDBE-conscious/ACDBE-neutral split or introducing additional ACDBE-neutral or ACDBE-conscious measures for the remainder of the fiscal year.

(d) Effective October 3, 2025, you are not subject to this section until the UCP that covers you has completed the reevaluation process described in § 23.81.

■ 14. Add § 23.81 to subpart E to read as follows:

§ 23.81 ACDBE reevaluation process.

(a) Effective October 3, 2025, each UCP must:

(1) Identify each currently certified ACDBE;

(2) Provide each firm identified pursuant to paragraph (a)(1) of this section with the opportunity to submit documentation demonstrating its ACDBE eligibility under the standards set forth in this part;

(3) Determine whether each firm identified pursuant to paragraph (a)(1) of this section meets the ACDBE eligibility standards set forth in this part; and

(4) Issue a written decision to each firm reevaluated pursuant to subparagraph (a)(3), indicating that it has either been recertified or is decertified.

(b) The provisions of § 26.87 of this chapter shall not apply to any action taken pursuant to paragraph (a) of this section.

(c) Each UCP must reevaluate each firm identified pursuant to paragraph (a)(1) of this section as quickly as practicable and must promptly notify the Department when it has done so. The Department reserves the right to review a UCP's reevaluation process.

PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

■ 15. The authority for part 26 continues to read as follows:

Authority: 23 U.S.C. 304 and 324; 42 U.S.C. 2000d, *et seq.*; 49 U.S.C. 47113, 47123; Sec. 1101(b), Pub. L. 114–94, 129 Stat. 1312,

1324 (23 U.S.C. 101 note); Sec. 150, Pub. L. 115–254, 132 Stat. 3215 (23 U.S.C. 101 note); Pub. L. 117–58, 135 Stat. 429 (23 U.S.C. 101 note).

■ 16. Amend § 26.1 by revising paragraph (c) to read as follows:

§ 26.1 What are the objectives of this part?

* * * * *

(c) To ensure that the Department's DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;

* * * * *

■ 17. Amend § 26.5 as follows:

■ a. Add definitions for DBE-conscious and DBE-neutral in alphabetical order;

■ b. Remove the definitions of Race-conscious and Race-neutral; and

■ c. Revise the definition of Socially and economically disadvantaged individual.

The addition and revision read as follows:

§ 26.5 Definitions.

* * * * *

DBE-conscious measure or program is one that is focused specifically on assisting only DBEs.

DBE-neutral measure or program is one that is, or can be, used to assist all small businesses.

* * * * *

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants shall qualify as socially and economically disadvantaged if they can meet the relevant criteria described in § 26.67. Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged.

* * * * *

§ 26.11 [Amended]

■ 18. Amend § 26.11 as follows:

■ a. Remove paragraph (c)(2)(iv);

■ b. Redesignate paragraphs (c)(2)(v), (c)(2)(vi), and (c)(2)(vii) as subparagraphs (c)(2)(iv), (c)(2)(v), and (c)(2)(vi), respectively;

■ c. Remove paragraph (e)(1);

■ d. Redesignate paragraphs (e)(2), (e)(3), and (e)(4) as paragraphs (e)(1), (e)(2), and (e)(3), respectively; and

■ e. Remove paragraphs (e)(5) and (e)(6).

■ 19. Amend § 26.37 by revising paragraph (b) to read as follows:

§ 26.37 What are a recipient's responsibilities for monitoring?

(b) A recipient's DBE program must also include a monitoring and enforcement mechanism to ensure that work committed, or in the case of DBE-neutral participation, the work subcontracted, to all DBEs at contract award or subsequently is performed by the DBEs to which the work was committed or subcontracted to, and such work is counted according to the requirements of § 26.55. This mechanism must include a written verification that you have reviewed contracting records and monitored the work site to ensure the counting of each DBE's participation is consistent with its function on the contract. The monitoring to which this paragraph (b) refers may be conducted in conjunction with monitoring of contract performance for other purposes such as a commercially useful function review.

■ 20. Amend § 26.39 by revising paragraphs (b)(1) and (b)(5) to read as follows:

§ 26.39 Fostering small business participation.

(b) * * *

(1) Establishing a DBE-neutral small business set-aside for prime contracts under a stated amount (e.g., \$1 million).

(5) To meet the portion of your overall goal you project to meet through DBE-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

■ 21. Amend § 26.45 as follows:

- a. Revise paragraph (a)(2);
- b. Revise paragraph (b);
- c. Revise paragraph (c)(3);
- d. Revise paragraph (d)(1)(ii);
- e. Revise paragraph (d)(3);
- f. Revise paragraph (f)(3);
- g. Revise paragraph (g)(1); and
- h. Revise paragraph (h);

The revisions read as follows:

§ 26.45 How do recipients set overall goals?

(a) * * *

(2) If you are an FTA Tier II recipient who intends to operate a DBE-neutral program, or if you are an FAA recipient who reasonably anticipates awarding \$250,000 or less in FAA prime contract funds in a Federal fiscal year, you are not required to develop overall goals for FTA or FAA, respectively, for that Federal fiscal year.

(b) Your overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on your DOT-assisted contracts (hereafter, the "relative availability of DBEs"). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of social and economic disadvantage. You cannot simply rely on either the 10 percent national goal, your previous overall goal, or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

(c) * * *

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study. Any disparity study utilized must provide a detailed capacity analysis, including the methodology used.

(d) * * *

(1) * * *

(ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure. To the extent that the disparity study provides a detailed capacity analysis, include the methodology used;

(3) If you attempt to make an adjustment to your base figure to account for the effects of an ongoing DBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

(f) * * *

(3) You must include with your overall goal submission a description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, and the adjustments you made to the base figure and the evidence you relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and, where applicable, an explanation of why you did not use that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through DBE-neutral and DBE-conscious measures, respectively (see § 26.51(c)).

(g)(1) In establishing an overall goal, you must provide for consultation and publication. This includes:

(i) Consultation with general contractor groups, community organizations, and other officials or organizations that could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses and your efforts to establish a level playing field for the participation of DBEs. The consultation must include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it must occur before you are required to submit your methodology to the operating administration for review pursuant to paragraph (f) of this section. You must document in your goal submission the consultation process you engaged in. Notwithstanding paragraph (f)(4) of this section, you may not implement your proposed goal until you have complied with this requirement.

(ii) A published notice announcing your proposed overall goal before submission to the operating administration on August 1st. The notice must be posted on your official internet website and may be posted in any other sources (e.g., trade association publications). If the proposed goal changes following review by the operating administration, the revised goal must be posted on your official internet website.

(h) Effective October 3, 2025 you are not required to update your overall goals until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 22. Amend § 26.47 as follows:

- a. Revise paragraph (c)(4);
- b. Revise paragraph (d); and
- c. Add paragraph (e).

§ 26.47 Can recipients be penalized for failing to meet overall goals?

(c) * * *

(4) FHWA, FTA, or FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your DBE-conscious/DBE-neutral split, or the introduction of additional DBE-neutral or DBE-conscious measures.

(d) If, as recipient, your Uniform Report of DBE Awards or Commitments and Payments or other information coming to the attention of FTA, FHWA, or FAA, demonstrates that current

trends make it unlikely that you will achieve DBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FHWA, FTA, or FAA, as applicable, may require you to make further good faith efforts, such as by modifying your DBE-conscious/DBE-neutral or introducing additional DBE-neutral or DBE-conscious measures for the remainder of the fiscal year.

(e) Effective October 3, 2025, you are not subject to this section until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 23. Amend § 26.51 as follows:

- a. Revise paragraph (a);
- b. Revise the introductory text to paragraph (b);
- c. Revise paragraph (c);
- d. Revise paragraph (d);
- e. Revise paragraph (e)(2);
- f. Revise paragraph (f);
- g. Revise paragraph (g); and
- h. Add paragraph (h).

The revisions read as follows:

§ 26.51 What means do recipients use to meet overall goals?

(a) You must meet the maximum feasible portion of your overall goal by using DBE-neutral means of facilitating DBE-neutral participation. DBE-neutral participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

(b) DBE-neutral means include, but are not limited to, the following:

* * * * *

(c) Each time you submit your overall goal for review by the concerned operating administration, you must also submit your projection of the portion of the goal that you expect to meet through DBE-neutral means and your basis for that projection. This projection is subject to approval by the concerned operating administration, in conjunction with its review of your overall goal.

(d) You must establish contract goals to meet any portion of your overall goal you do not project being able to meet using DBE-neutral means.

* * * * *

(e) * * *

(2) You are not required to set a contract goal on every DOT-assisted contract. You are not required to set each contract goal at the same percentage level as the overall goal. The goal for a specific contract may be higher or lower than that percentage level of the overall goal, depending on such factors as the type of work

involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by your overall goal, you must set contract goals so that they will cumulatively result in meeting any portion of your overall goal you do not project being able to meet through the use of DBE-neutral means.

* * * * *

(f) To ensure that your DBE program continues to be narrowly tailored to overcome the effects of social and economic disadvantage, you must adjust your use of contract goals as follows:

(1) If your approved projection under paragraph (c) of this section estimates that you can meet your entire overall goal for a given year through DBE-neutral means, you must implement your program without setting contract goals during that year, unless it becomes necessary in order to meet your overall goal.

Example 1 to paragraph (f)(1): Your overall goal for Year I is 12 percent. You estimate that you can obtain 12 percent or more DBE participation through DBE-neutral measures, without any use of contract goals. In this case, you do not set any contract goals for the contracts that will be performed in Year I. However, if part way through Year I, your DBE awards or commitments are not at a level that would permit you to achieve your overall goal for Year I, you could begin setting DBE-conscious contract goals during the remainder of the year as part of your obligation to implement your program in good faith.

(2) If, during any year in which you are using contract goals, you determine that you will exceed your overall goal, you must reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If you determine that you will fall short of your overall goal, then you must make appropriate modifications in your use of DBE-neutral or DBE-conscious measures to allow you to meet the overall goal.

Example 2 to paragraph (f)(2): In Year II, your overall goal is 12 percent. You have estimated that you can obtain 5 percent DBE participation through use of DBE-neutral measures. You therefore plan to obtain the remaining 7 percent participation through use of DBE goals. By September, you have already obtained 11 percent DBE participation for the year. For contracts let during the remainder of the year, you use contract goals only to the extent necessary to obtain an additional one percent DBE participation. However, if you determine in September that your

participation for the year is likely to be only 8 percent total, then you would increase your use of DBE-neutral or DBE-conscious means during the remainder of the year in order to achieve your overall goal.

(3) If the DBE participation you have obtained by DBE-neutral means alone meets or exceeds your overall goals for two consecutive years, you are not required to make a projection of the amount of your goal you can meet using such means in the next year. You do not set contract goals on any contracts in the next year. You continue using only DBE-neutral means to meet your overall goals unless and until you do not meet your overall goal for a year.

Example 3 to paragraph (f)(3): Your overall goal for Years I and Year II is 10 percent. The DBE participation you obtain through DBE-neutral measures alone is 10 percent or more in each year. (For this purpose, it does not matter whether you obtained additional DBE participation through using contract goals in these years.) In Year III and following years, you do not need to make a projection under paragraph (c) of this section of the portion of your overall goal you expect to meet using DBE-neutral means. You simply use DBE-neutral means to achieve your overall goals. However, if in Year VI your DBE participation falls short of your overall goal, then you must make a paragraph (c) of this section projection for Year VII and, if necessary, resume use of contract goals in that year.

(4) If you obtain DBE participation that exceeds your overall goal in two consecutive years using contract goals (*i.e.*, not through DBE-neutral means alone), you must reduce your use of contract goals proportionately in the following year.

Example 4 to paragraph (f)(4): In Years I and II, your overall goal is 12 percent, and you obtain 14 and 16 percent DBE participation, respectively. You have exceeded your goals over the two-year period by an average of 25 percent. In Year III, your overall goal is again 12 percent, and your paragraph (c) of this section projection estimates that you will obtain 4 percent DBE participation through DBE-neutral means and 8 percent through contract goals. You then reduce the contract goal projection by 25 percent (*i.e.*, from 8 to 6 percent) and set contract goals accordingly during the year. If in Year III you obtain 11 percent participation, you do not use this contract goal adjustment mechanism for Year IV, because there have not been two consecutive years of exceeding overall goals.

(g) In any year in which you project meeting part of your goal through DBE-neutral means and the remainder through contract goals, you must maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. You must report this data to the concerned operating administration as provided in § 26.11.

(h) Effective October 3, 2025, you may not set any contract goals until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 24. Amend § 26.55 by adding paragraph (i) to read as follows:

§ 26.55 How is DBE participation counted toward goals?

* * * * *

(i) Effective October 3, 2025, you may not count any DBE participation toward DBE goals until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 25. Amend § 26.61 by revising paragraph (b) to read as follows:

§ 26.61 Burden of proof.

* * * * *

(b) The firm has the burden of demonstrating, by a preponderance of the evidence, *i.e.*, more likely than not, that it satisfies all of the requirements in this subpart. In determining whether the firm has met its burden, the certifier must consider all the information in the record, viewed as a whole. In a decertification proceeding the certifier bears the burden of proving, by a preponderance of the evidence, that the firm is no longer eligible for certification under the rules of this part.

■ 26. Revise § 26.67 to read as follows:

§ 26.67 Social and economic disadvantage.

(a) Non-presumptive Disadvantage. All applicants must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race or sex.

(1) To satisfy the SED requirement and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific instances of economic hardship, systemic barriers, and denied opportunities that impeded the owner's progress or success in education, employment, or business, including

obtaining financing on terms available to similarly situated, non-disadvantaged persons.

(2) The PN must state how and to what extent the impediments caused the owner economic harm, including a full description of type and magnitude, and must establish the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals.

(3) The owner must attach to the PN a current PNW statement and any other financial information he considers relevant.

■ 27. Add § 26.111 to subpart F to read as follows:

§ 26.111 DBE Reevaluation Process.

(a) Effective October 3, 2025, each UCP must:

(1) Identify each currently certified DBE;

(2) Provide each firm identified pursuant to subparagraph (a)(1) with the opportunity to submit documentation demonstrating its DBE eligibility under the standards set forth in this part;

(3) Determine whether each firm identified pursuant to subparagraph (a)(1) meets the DBE eligibility standards set forth in this part; and

(4) Issue a written decision to each firm reevaluated pursuant to subparagraph (a)(3), indicating that it has either been recertified or is decertified.

(b) The provisions of § 26.87 of this part shall not apply to any action taken pursuant to paragraph (a).

(c) Each UCP must reevaluate each firm identified pursuant to subparagraph (a)(1) as quickly as practicable and must promptly notify the Department when it has done so. The Department reserves the right to review a UCP's reevaluation process.

[FR Doc. 2025–19460 Filed 10–2–25; 8:45 am]

BILLING CODE 4910–9X–P

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Parts 600 and 622

[Docket No. 250915–0853]

RIN 0648–BM94

Fisheries of the Caribbean, Gulf of America, and South Atlantic; Fishery Management Plans of Puerto Rico, St. Croix, and St. Thomas and St. John; Amendment 2

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and

Atmospheric Administration (NOAA), Commerce.

ACTION: Final rule.

SUMMARY: NMFS issues regulations to implement management measures described in Amendment 2 to the Fishery Management Plans (FMPs) for Puerto Rico, St. Croix, St. Thomas and St. John FMP (Amendment 2), as prepared by the Caribbean Fishery Management Council (Council). This final rule prohibits and restricts the use of certain net gear in U.S. Caribbean Federal waters and requires a descending device to be available and ready for use on vessels when fishing for federally managed reef fish species in U.S. Caribbean Federal waters. The purpose of this final rule and Amendment 2 is to protect habitats and species from the potential negative impacts associated with the use of certain net gear and to enhance the survival of released reef fish in U.S. Caribbean Federal waters.

DATES: This final rule is effective November 3, 2025, except for the revisions for §§ 622.437(a)(4), 622.477(a)(4), and 622.512(a)(4), which are effective April 1, 2026.

ADDRESSES: Electronic copies of Amendment 2, which includes a fishery impact statement, an environmental assessment, a regulatory impact review, and a Regulatory Flexibility Act (RFA) analysis, may be obtained from the Southeast Regional Office website at <https://www.fisheries.noaa.gov/action/amendment-2-puerto-rico-st-croix-and-st-thomas-and-st-john-fishery-management-plans-trawl>.

FOR FURTHER INFORMATION CONTACT: Maria Lopez-Mercer, NMFS Southeast Regional Office, 727–824–5305, maria.lopez@noaa.gov.

SUPPLEMENTARY INFORMATION: NMFS, with the advice of the Council, manages the Puerto Rico, St. Croix, and St. Thomas and St. John fisheries in U.S. Caribbean Federal waters under the Puerto Rico, St. Croix, and St. Thomas and St. John FMPs. The Council prepared the FMPs, which the Secretary of Commerce approved, and NMFS implements the FMPs through regulations at 50 CFR parts 600 and 622 under the authority of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act).

On August 27, 2024, NMFS published a notice of availability for Amendment 2 and requested public comment (89 FR 68572). On September 30, 2024, NMFS published a proposed rule for Amendment 2 and requested public comment (89 FR 79492). NMFS

ATTACHMENT F
LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Mandy Guo PHONE (A/C, No, Ext): 510-272-1402 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6003745 MARKTHO-03	NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 1369838460**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 <input type="checkbox"/> 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contractor's Pollution Liability			DPR5044784	7/1/2025	7/1/2026	Per Claim Aggregate Limit \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #25-B1193 - Hammond Trail Bridge.

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice of Cancellation

County of Humboldt
Department of Public Works
Attn: Jeffrey A. Ball
1106 Second Street
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

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MARKTHO-01

NIHEUD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2025

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME:		
	PHONE (A/C, No, Ext): (925) 416-7862	FAX (A/C, No): (925) 416-7869	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Transportation Insurance Company		20494
	INSURER B : The Continental Insurance Company		35289
	INSURER C : Valley Forge Insurance Company		20508
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED

Mark Thomas & Company, Inc.
2833 Junction Avenue, Ste 110
San Jose, CA 95134

COVERAGES

CERTIFICATE NUMBER:

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
A	<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 type="checkbox"/> LOC OTHER:	X	X	7040185059	9/15/2025	9/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2025	9/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			7040283234	9/15/2025	9/15/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	<input checked="" type="checkbox"/> 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	X	7040274825	9/15/2025	9/15/2026	<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)

Hammond Trail Bridge Project 25-B1193

County of Humboldt, and its agents, officers, officials, employees and volunteers as additional insureds with regards to general liability and auto liability as per written contract. Coverage is primary and non-contributory. Waiver of subrogation in favor of County of Humboldt, and its agents, officers, officials, employees and volunteers with regards to general liability, auto liability, and workers compensation as per written contract.

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

CANCELLATION

County of Humboldt Attn: Risk Management 825 5th 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

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising 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 subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- I.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 15
Effective Date: 09/15/2024



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 15
Effective Date: 09/15/2024

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513854992



CNA74987XX (1-15)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 17

Effective Date: 09/15/2024

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513854995



CNA75008XX (10-16)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 20
Effective Date: 09/15/2024



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

0

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CA Policy # 7 40274825
All Other States Policy # 7040185157

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606



CNA PARAMOUNT

Endorsement

Effective Date: 09/19/2025

Insured Name:

MARK THOMAS & COMPANY, INC.

2833 JUNCTION AVE STE 110

SAN JOSE, CA 95134-1920

Policy Number: 7040185059

Policy Period: 09/15/2025 – 09/15/2026

Producer's Information:

INSURANCE OFFICE OF AMERICA, INC
3875 HOPYARD RD STE 200

Producer Code: 044939

PLEASANTON, CA 94588
(925)416-7862

CNA Branch Number: 250

CNA Branch Name and Address:

SAN FRANCISCO
555 MISSION ST STE 200

SAN FRANCISCO, CA 94105
(415)932-7500

Thank you for choosing CNA!

With your CNA Paramount package policy, you have insurance coverage tailored to meet the needs of your modern business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services — There When You Need Us

Claims are reported through a single point of entry available 24/7, connecting you to the individuals and information to help you resume your business when you need it most.

To report a claim, please call 877-CNA-ASAP, fax (800) 953-7389,
email lossreport@cnaasap.com, or visit www.cna.com/claim.

Risk Control Services — Help Avoid A Claim Before It Occurs

As a CNA policyholder, you have access to certified risk control professionals, risk mitigation programs and online resources to help identify and manage exposures that may disrupt your operation. We collaborate with business leaders to develop customized programs to assist you in safeguarding your assets and improving the bottom line.

To learn how our award-winning Risk Control services can help your business, please call (866) 262-0540, email us at riskcontrolwebinfo@cna.com or visit www.cna.com/riskcontrol.

When it comes to providing the coverage, service and resources paramount to your business success ... **we can show you more.**

50020005970401850596698



INSURED

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**Amendment of Forms and Endorsements Schedule
Addition or Deletion of Endorsements**

It is understood and agreed as follows:

I. ADDITION OF FORMS OR ENDORSEMENTS

The **Forms and Endorsements Schedule** is amended to add the following forms or endorsements effective as of the date set forth in such form or endorsement

Endm't Number	Form or Endorsement Name	Form Number	Form Edition
54	Amendment of Forms and Endorsements Schedule Addition or Deletion of Endorsements	CNA62673XX	09-12
55	Amendment of Coverage Part Declarations	CNA62650XX	09-12
56	Amendment of General Liability Schedule of Locations and Coverages Endorsement	CNA75135XX	01-15
	Amendment of Schedule on Specified Endorsement	CNA62656XX	09-12
57	General Aggregate Limit - Per Project Endorsement	CNA75061XX	01-15
58	Coverage Part Aggregate Limit of Insurance Endorsement	CNA75077XX	01-15

II. DELETION OF FORMS OR ENDORSEMENTS

The **Forms and Endorsements Schedule** is amended to delete the following forms or endorsements effective as of the "deletion date" indicated below.

The net premium change, if any, for the above endorsements in Sections I. and II. is: \$0.00

Total change is : \$0.00

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA62673XX 09-12

Page 1 of 1

TRANSPORTATION INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 54

Effective Date: 09/19/2025

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CNA PARAMOUNT
Professional Services
Amendment of Coverage Part Declarations

GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the above referenced **Coverage Part Declarations** indicated above are amended as follows:

Item **3.** is deleted in its entirety and replaced with the following:

3. Limits of Insurance, Deductible	General Aggregate Limit	\$2,000,000
	Products/Completed Operations Aggregate Limit	\$2,000,000
	Personal And Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Damage To Premises Rented To You Limit	\$1,000,000
	Medical Expense Limit – Any One Person	\$15,000
	Coverage Part Aggregate Limit of Insurance Endorsement, CNA75077 (see endorsement)	

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

In consideration of the premium paid for this policy, it is agreed that the **Additional Declarations — General Liability Schedule of Locations and Coverages** is amended as follows:

The following **Location Level** items are amended:

Location Number 1	Location Address: 2833 JUNCTION AVE STE 110 SAN JOSE, CA 95134				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 91591 Contractors - subcontracted work - other than construction - related work Premises & Operations		2,400,000	(C)	.362	\$0
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit. Premises & Operations		37,565,239	(P)	2.056	\$0
		Location Sub-Total			\$0
Location Number 2	Location Address: 20863 STEVENS CREEK BLVD #100 CUPERTINO, CA 95014				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit. Premises & Operations		If Any	(P)	2.056	\$0
		Location Sub-Total			\$0

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Location Number 3	Location Address: 7571 N REMINGTON AVE #102 FRESNO, CA 93711				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.288	\$0
Location Sub-Total					\$0
Location Number 4	Location Address: 1970 BROADWAY, SUITE 760 OAKLAND, CA 94612				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.360	\$0
Location Sub-Total					\$0
Location Number 5	Location Address: 701 UNIVERSITY AVE STE 200 SACRAMENTO, CA 95825				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction.					

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.288	\$0
Location Sub-Total					\$0
Location Number 6	Location Address: 450 N CHEROKEE LN LODI, CA 95240				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.288	\$0
Location Sub-Total					\$0
Location Number 7	Location Address: 4200 CONCOURS STREET, SUITE 330 ONTARIO, CA 91764				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.749	\$0
Location Sub-Total					\$0
Location Number 8	Location Address: 4010 WATSON PLAZA DR STE 240 LAKEWOOD, CA 90712				

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit. Premises & Operations		If Any	(P)	1.730	\$0
Location Sub-Total					\$0
Location Number 9	Location Address: 516 GIBSON DR. SUITE 230 ROSEVILLE, CA 95678				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit. Premises & Operations		If Any	(P)	1.167	\$0
Location Sub-Total					\$0
Location Number 10	Location Address: 2121 N CALIFORNIA BLVD STE 260 WALNUT CREEK, CA 94596				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit. Premises & Operations		If Any	(P)	2.281	\$0
Location Sub-Total					\$0

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Location Number 11	Location Address: 2975 PINOLE VALLEY RD UNIT B198 PINOLE, CA 94564				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	2.281	\$0
Location Sub-Total					\$0
Location Number 12	Location Address: 177 RAVENKNOLL CT LEAGUE CITY, TX 77573				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		174,391	(P)	.622	\$0
Location Sub-Total					\$0
Location Number 13	Location Address: 601 MUIRFIELD CT MARTINEZGA, GA 30907				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction.					

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		197,059	(P)	.722	\$0
Location Sub-Total					\$0
Location Number 14	Location Address: 4109 MINNEKAHTA DR RAPID CITY, SD 57702				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		140,598	(P)	.700	\$0
Location Sub-Total					\$0
Location Number 15	Location Address: 136 RUSSELL MILLS RD PLYMOUTH, MA 02360				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		154,500	(P)	1.549	\$0
Location Sub-Total					\$0
Location Number 16	Location Address: 1126 KERRWOOD WAY LEANDER, TX 78641				

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		174,391	(P)	.622	\$0
Location Sub-Total					\$0
Location Number 17	Location Address: 213 N CHERRY ST SHICKLEY, NE 68436				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		128,036	(P)	.439	\$0
Location Sub-Total					\$0
Location Number 18	Location Address: 515 S FLOWER ST 18TH AND 19TH FLOORS OFFICE # 1946 LOS ANGELES, CA 90071				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.167	\$0
Location Sub-Total					\$0

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Location Number 19	Location Address: 2000 WEST ANTDES LANE KUNA, ID 83634				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		311,605	(P)	.673	\$0
Location Sub-Total					\$0
Location Number 20	Location Address: 3200 EL CAMINO REAL SUITE 290 IRVINE, CA 92602				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		If Any	(P)	1.749	\$0
Location Sub-Total					\$0
Location Number 21	Location Address: 424 W BAKERVIEW RD STE 105-2092 BELLINGHAM, WA 98226				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction.					

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		426,660	(P)	1.185	\$0
Location Sub-Total					\$0
Location Number 22	Location Address: 8310 S VALLEY HWY # 3165 ENGLEWOOD, CO 80112				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		1,258,379	(P)	.740	\$0
Location Sub-Total					\$0
Location Number 23	Location Address: 268 RUTH HARRIS LN POPLAR BLUFF, MO 63901				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		102,937	(P)	.792	\$0
Location Sub-Total					\$0
Location Number 24	Location Address: 1914 WEEPING HOLLOW DR ROSENBERG, TX 77471				

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		101,982	(P)	.622	\$0
Location Sub-Total					\$0
Location Number 25	Location Address: 182 STRATA AVE LAS VEGAS, NV 89148				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		119,012	(P)	1.373	\$0
Location Sub-Total					\$0
Location Number 26	Location Address: 2532 NW CAMPUS VILLAGE WAY APT 1004 BEND, OR 97703				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		136,136	(P)	.815	\$0
Location Sub-Total					\$0

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Location Number 27	Location Address: 30 MERRIFIELD RD # 152 WEST CHESTERFIELD, NH 03466				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		201,962	(P)	.917	\$0
Location Sub-Total					\$0
Location Number 28	Location Address: 584 CONCORD PINES DR ANN ARBOR, MI 48105				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		182,250	(P)	.965	\$0
Location Sub-Total					\$0
Location Number 29	Location Address: 1527 CHICKASAW DR NAPERVILLE, IL 60563				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction.					

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

No following Location Cover Note is amended.

Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		195,000	(P)	1.534	\$0
		Location Sub-Total			\$0
Location Number 30	Location Address: NO SPECIFIC LOCATION SPIRIT LAKE, ID 83896				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		110,420	(P)	.673	\$0
		Location Sub-Total			\$0
Location Number 31	Location Address: 2001 E TERRITORIAL RD RIVES JUNCTION, MI 49277				
Coverage/Hazard Description		Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.					
Premises & Operations		117,312	(P)	.965	\$0
		Location Sub-Total			\$0
Location Number 32	Location Address: 5553 E PETERS RD HALE, MI 48739				

**Amendment of General Liability Schedule of
Locations and Coverages Endorsement**

The following Location Level items are amended:

Coverage/Hazard Description	Exposure	Premium Basis	Rate	Estimated Premium
Class Code 92663 Engineers or Architects - consulting - not engaged in actual construction. Products-completed operations are subject to the General Aggregate Limit.				
Premises & Operations	89,232	(P)	.965	\$0
	Location Sub-Total			\$0

Please see the **Amendment of Forms and Endorsements Schedule – Addition or Deletion of Endorsements** for the net additional or return premium resulting from all the changes detailed above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Amendment of Schedule on Specified Endorsement

SCHEDULE

Endm't Number	Specified Endorsements Name	Specified Form Number
58	Coverage Part Aggregate Limit of Insurance Endorsement	CNA75077

In consideration of the premium paid for this Policy, it is agreed that the endorsements specified above are amended as follows:

A. The following entries are added to the **Schedules** set forth in the above specified Endorsements:

Refer to Schedule of applicable attached form.

B. The following entries are deleted from the **Schedules** set forth in the above specified Endorsements:

Refer to **Amendment of Forms and Endorsements Schedule Addition or Deletion of Endorsements - CNA62673** and / or the items described below (if any):

C. The entries in the **Schedules** set forth in the specified Endorsements are modified as follows:

Coverage Part Aggregate Limit of Insurance Endorsement		
Coverage Part Aggregate Limit	\$	\$10,000,000

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;
that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Coverage Part Aggregate Limit of Insurance Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**Coverage Part Aggregate Limit**

\$10,000,000

If no entry appears above, information required to complete this Schedule is shown on the Declarations

It is understood and agreed that the Section entitled **Limits of Insurance** is amended to add the following paragraph:

Excepting only **defense costs**, the most we will pay under this **Coverage Part** is the **Coverage Part Aggregate Limit** shown herein. All Limits of Insurance set forth on the Declarations of this **Coverage Part** or any of its endorsements, including any Limits that apply on an each project or each location basis, are subject to the **Coverage Part Aggregate Limit**. As such, all other Limits of Insurance are sublimits which are part of and not in addition to the **Coverage Part Aggregate Limit**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75077XX (1-15)

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TRANSPORTATION INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 58

Effective Date: 09/19/2025

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