

ATTACHMENT 4

Task Order Number DPW2017-T03 regarding the provision of structural engineering, roadway design, right-of-way engineering, environmental approval and geotechnical engineering services for the Shelter Cove Road Storm Damage Repairs Project

TASK ORDER NO. DPW2017-007-T03
CONSULTANT SERVICES AGREEMENT DATED JANUARY 9, 2018
BY AND BETWEEN
MARK THOMAS & COMPANY, INC.
AND
COUNTY OF HUMBOLDT
PROJECT NAME: SHELTER COVE ROAD PM 7.60
PROJECT NUMBER: 217216

This Task Order issued pursuant to the terms and conditions of the Consultant Services Agreement dated January 9, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mark Thomas & Company, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is intended to supplement the terms and conditions contained in the above-referenced Consultant Services Agreement:

WHEREAS, the definitions, terms and conditions set forth in the Consultant Services Agreement dated January 9, 2018, are incorporated herein by reference as if set forth in full and shall be fully binding upon the parties hereto; and

WHEREAS, notwithstanding anything contained herein, any and all definitions, terms and conditions contained in the Consultant Services Agreement dated January 9, 2018 shall control to the exclusion of any different, contrary or conflicting definitions, terms or conditions set forth herein.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONSULTANT agrees to furnish the professional on-call design engineering services described in Attachment A – Scope of Services in accordance with the criteria, schedule and fiscal requirements set forth in Attachment B – Cost Proposal and Schedule of Services, which are attached hereto and incorporated herein by reference. In providing such services, CONSULTANT Agrees to fully cooperate with COUNTY's Contract Administrator and Project Coordinator.

2. REPORTING REQUIREMENTS:

- A. Progress Reports. CONSULTANT shall submit monthly progress reports which itemize all services provided as of the date of the report. All progress reports submitted by CONSULTANT shall:
1. Include sufficient detail to allow COUNTY's Contract Administrator or Project Coordinator to determine whether the on-call professional design engineering services required hereunder are being provided in an adequate and timely manner.
 2. Sufficiently address any difficulties or special problems encountered during the provision of the on-call professional design engineering services provided pursuant to the terms and conditions of this Task Order.

- B. Coordination Meetings. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator on an as-needed basis to discuss issues related to the provision of on-call professional design engineering services pursuant to the terms and conditions of this Task Order.

3. PERFORMANCE PERIOD:

This Task Order shall become effective upon execution by both parties and shall remain in full force and effect until December 31, 2019, unless sooner terminated as provided herein. CONSULTANT shall not provide any on-call professional design engineering services pursuant to the terms and conditions of this Task Order until a Notice to Proceed has been issued by COUNTY's Contract Administrator.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the on-call professional design engineering services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Task Order, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to terminate this Task Order immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Task Order without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Task Order are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Task Order shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Task Order due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Task Order, CONSULTANT shall be entitled to compensation for uncompensated on-call professional design engineering services rendered pursuant to the terms and conditions of this Task Order through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Task Order by CONSULTANT.

5. PROJECT BUDGET:

- A. Maximum Amount Payable. The total amount payable by COUNTY for the on-call professional design engineering services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order is Three Hundred Twelve Thousand Three Hundred Twelve (\$312,312.00). CONSULTANT agrees to perform all on-call professional design engineering services required by this Task Order for an amount not to exceed such maximum amount payable. However, if local, state or federal funding is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable set forth herein, or terminate this Task Order due to insufficient funding.
- B. Schedule of Rates. CONSULTANT will be reimbursed for the on-call professional design engineering services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order at the hourly rates specified in Attachment B – Cost Proposal and Schedule of Services. Such rates are not adjustable for the performance period set forth herein.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization from

COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT SCHEDULE:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all on-call professional design engineering services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order. Invoices shall be in a format approved by, and shall include backup documentation as specified by, COUNTY's Contract Administrator. CONSULTANT shall submit a final invoice for payment within forty-five (45) days following the expiration or termination date of this Task Order. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

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

7. DBE PARTICIPATION:

This Task Order is subject to Part 26 of Title 49 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The goal for Disadvantaged Business Enterprise ("DBE") participation for this Task Order is zero percent (0%). Documentation of DBE participation shall be contained in Attachment C – Consultant Contract DBE Information, which are attached hereto and incorporated herein by reference.

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Task Order shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Jeff Ball, Project Coordinator
1106 Second Street
Eureka, California 95501

AND

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

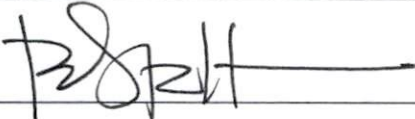
CONSULTANT: Mark Thomas & Company, Inc.
Attention: Zach Siviglia, Project Manager
701 University Avenue, Suite 200
Sacramento, CA 95825

IN WITNESS WHEREOF, the parties have entered into this Task Order as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

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

MARK THOMAS & COMPANY, INC.:

By: 

Date: 2/22/18

Name: Robert A. Hines

Title: PRESIDENT

By: 

Date: 2/22/18

Name: Matt Brogan

Title: Secretary

COUNTY OF HUMBOLDT:

By: 

Date: 3/5/18

Tom Mattson, Director
Humboldt County Department of Public Works

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Risk Management

ATTACHMENTS

- Attachment A – Scope of Services
- Attachment B – Cost Proposal and Schedule of Services
- Attachment C – Consultant Contract DBE Information (Exhibit 10-O2)
- Attachment D – Professional Liability Insurance

Attachment A – Scope of Services



MARK THOMAS

HUMBOLDT COUNTY SHELTER COVE STORM DAMAGE PROJECT

Scope of Services

Mark Thomas is pleased to submit this proposal to provide structural engineering, roadway design services, right of way engineering, environmental approval and geotechnical engineering services for the Shelter Cove Road Storm Damage Repairs Project. Based on visiting the project site, and Mark Thomas' experience working with Humboldt County (County) staff on multiple projects in recent years, we understand the County's needs and will work as an extension of staff on this project.

Project Background

The site is at the location of a very large hillside failure that has been active for many years. A failure in December 1995 resulted in the loss of a wide (20+ ft.) shoulder area and threatened the outboard travel-lane. A geotechnical study by Taber Consultants, Inc. (report dated May 21, 1997) included 6 test borings (four along Shelter Cove Road and two along Hillside Drive above). Repair options within the report included road retreat; surface/subsurface drainage; grouted soil anchors (vertical and inclined) along the exterior slope and stressed against a continuous concrete grade beam; and possible inboard wall support.

In 1999 the County constructed a roadway retreat of about 20' with new cuts of $\frac{3}{4}$:1 and benched about every 15' vertical. A 6" water line was abandoned along the outer edge and relocated to the inboard area. No stabilization work was done along the scarp face. Further sliding in January 2017 caused failure of the shoulder and has partially undercut the paved road surface. The County has closed the outboard lane and reduced the road to one lane through the affected area. The total width of the slide is several hundred feet. The immediately affected roadway is about 110'.



The headscarp below the road is near vertical and a height of 30'. It then continues very steeply for several hundred feet downslope toward an unnamed tributary of Telegraph Creek.

The scarp exposes mostly dark gray to black shale, with some orange-brown sandstone. The rock is highly weathered/fractured, with some bedding/fracture planes dipping sub-parallel to the slope (adverse to the overall stability). The inboard cut slope appears to have performed generally well since 1999, with fractured shale exposed. There is some slumping and water seepage from a section of the cut. Surface runoff from Hillside Drive above is contained in a CMP placed along a "draw" at the east end of the slide and discharges into a DI under the road and onto the failed slope.

Repair alternatives will be evaluated and a recommendation made for the preferred alternative based on cost, geotechnical and structural feasibility and right of way implications. Potential permanent repair options that will be evaluated include further road retreat with removal of lower cut slope bench, a drilled soldier pile tieback wall with ground anchors, a secant pile wall with tiebacks, or combination of road retreat with wall. Removal of cut-slope bench to facilitate road retreat would likely require stabilization of slope, such as with soil nails, due to the height and steepness of subsequent slope. For all repair options, surface and subsurface drainage will be included in order to direct water away from failure as much as possible.

1. Project Management

1.1. Project Meetings

Mark Thomas, with input from the County, will establish project meetings for this project. The purpose of the project meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one (1) Project Kick-Off, and six (6) meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

1.2. Project Management



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

1.3. Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible.

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

Internal Quality Control

- o Confirm approach for proposed alternatives
- o Review project for constructability and cost efficiency
- o Check calculations and ensure conformance with plans and specifications

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

Task 1 Deliverables:

- Agenda and Minutes for each project meeting (7 total)
- Monthly Progress Summary (12 total)
- QA/QC

2. Survey Base Mapping, Utility Coordination, & Right of Way

2.1. Survey Base Mapping

Mark Thomas will review all current site surveys and topographic surveys and coordinate any additional surveys necessary for the design with Humboldt County



Public Works and the County's on-call surveyor. The County's on call surveyor will prepare the existing right of way delineation.

2.2. Utility Coordination

Mark Thomas will prepare Utility "A" letters to request mapping from utility companies. Received mapping will be drafted into the plans. Mark Thomas will prepare Utility "B" and "C" letters if conflicts with the proposed work is identified.

2.3. Right of Way Appraisal Exhibit

Based on the right of way delineation prepared by the County's Surveyor Consultant, Mark Thomas will assess the right of way needs to construction the project and prepare an exhibit to support. Received mapping will be drafted into the plans. Mark Thomas will prepare Utility "B" and "C" letters if conflicts with the proposed work is identified.

2.4. Right of Way Appraisals & Acquisitions

Paragon Partners will provide appraisal and acquisitions for up to ten (10) Temporary Construction Easements. Paragon partners will obtain Title Reports Paragon, prepare waiver valuations, review maps, engineering designs, and construction plans in sufficient detail to prepare for negotiations with property owners and other parties to acquire the appropriate interests in the real property to support the project

Paragon Partners will perform acquisition services in accordance with the Uniform Relocation and Real Property Acquisition Act (49 CFR Part 2-4), as amended; the California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations); the Caltrans Right of Way Manual (as applicable); and the County's own policies and procedures.

Mark Thomas will support Paragon Partners and answer written questions. A budget amount of 10 hours has been allotted for questions.

Task 2 Deliverables:



- Survey Base Mapping
- Right of Way Exhibit
- Appraisal & Acquisition
- Utility "A", "B" & "C" Letters

3. Preliminary Engineering

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

3.1. Data Gathering & Field Visits

Mark Thomas will collect available data information from the County, the Damage Assessment Form and other sources.

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

3.2. Geotechnical Engineering Services

Mark Thomas will work with the County's geotechnical engineer to provide input on boring locations, review reports, and coordinate to determine loads, evaluate wall alternatives and discuss slope stability analysis.

3.3. Layout and Conceptual Details

Conceptual layouts and details will be developed to determine costs and right of way impacts. Conceptual layouts will be for three alternatives. These alternatives include a soldier pile wall with tiebacks, a secant pile wall with tieback and a retreat with soil nails. Costs for a combination of the retreat with wall alternatives will also be developed but drawings will be similar and will not be duplicated.

Task 3 Deliverables:

- Field Notes and Photo Log from Site Visit
- Preliminary Wall Layout and Conceptual Details



4. Environmental Document and Permitting

4.1. Prepare Technical Reports, Environmental Document, and Permits

Prepare PES and APE Map

Stantec will attend a project kick-off meeting with the County and MTA. Prior to this meeting, Stantec will draft a PES form and bring it to the meeting for discussion.

Mark Thomas will prepare the preliminary project footprints and draft APE map.

Natural Environmental Study Report

Stantec will prepare a Natural Environment Study (NES) in accordance with the Caltrans Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports (March 1997) and the Caltrans Standard Environmental Reference (Chapter 14) and utilize the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES will entail:

- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS);
- a review of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) databases;
- a request for a formal list of special-status species with potential to occur in the project vicinity from NMFS and the USFWS;
- a reconnaissance-level field investigation, including an assessment of habitat for jurisdictional waters and special-status wildlife, including nesting raptors;
- conduct a single-visit botanical survey in the spring of 2018 for special-status plant species within the BSA;



- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious weed species populations will be discussed and evaluated in the NES to ensure that the project complies with Federal Executive Order 13112 (Invasive Species)
- based project site plans and wetland impact calculations provided by MTA, Stantec evaluate temporary impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, Stantec will prepare an NES report. An internal draft NES will be submitted for review by the County and MTA. Once County and MTA comments are addressed, Stantec will submit a draft NES for review by Caltrans. We will then finalize and submit the NES to Caltrans for approval. Stantec will address comments provided by Caltrans and submit a final NES report for review and approval.

ASR/HPSR

William Rich & Associates (WRA), as a subcontractor to Stantec, will conduct an inventory of cultural resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act. The Caltrans programmatic agreement process per the Caltrans/FHWA/ State Historic Preservation Officer (SHPO) MOU will be followed.

Records Search

In accordance with the State Historic Preservation Officer (SHPO), FHWA, and Caltrans guidance, WRA will conduct a review of archival sources including, but not necessarily restricted to, the following:

- National Register of Historic Places
- California Register of Historical Resources



- California Inventory of Historic Resources
- California Historical Landmarks
- General Land Office plat maps, survey notes, and patents
- USGS Historical Topographic Map Collection
- The Northwest Information Center (NWIC) (California State University, Sonoma) of the California Historical Resources Information System

The collection of NWIC data on archaeological surveys, excavations and site records, and mapped historical data for the area of potential effects (APE) may be supplemented with additional research. In order to provide significant contextual and thematic background information archival historical research may be conducted at local historical societies and libraries. As part of the archival research, soils surveys and other geological information will be consulted to determine the age of local landforms and the potential for naturally buried archaeological resources to occur in the project area.

Native American and Stakeholder Consultation

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

Field Inventory

Once the APE map is approved by the County and Caltrans, an intensive archaeological inventory will be conducted utilizing pedestrian transects spaced no greater than 10 meters apart over the defined APE. In areas determined to be less



sensitive, such as steep hillsides, transects may be spaced wider or other suitable survey methods may be employed. The field inventory will identify:

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

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

Archaeological Survey Report

Results of the discovery process will be presented in the standard Caltrans Archaeological Survey Report (ASR) format. WRA will provide an administrative draft ASR for review and approval by Mark Thomas and the County, incorporate revisions, and provide the County with a draft ASR for submittal to Caltrans for review and approval. WRA will review and respond to Caltrans comments and prepare a final ASR.

Historic Property Survey Report

WRA will prepare a Historic Property Survey Report (HPSR), which summarizes the findings discussed in the ASR. WRA will provide an administrative draft HPSR for MTA and County review and approval, incorporate revisions, and provide the County with a draft HPSR for submittal to Caltrans for review and approval. WRA will review and respond to Caltrans comments and prepare a final HPSR.



Construction Traffic Memo

Stantec will prepare a Traffic and Transportation Technical Memorandum (memorandum) in accordance with the guidelines contained in Caltrans' Standard Environmental Reference (SER). 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. The memorandum will include a discussion of the LOS and other environmental considerations (e.g., distance and operating conditions) associated with the proposed temporary detour. 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 and the Humboldt County Regional Transportation Plan (2008, amended 1/17/2013), as well as other relevant planning documents.

Stantec will provide an administrative draft of the memorandum for MTA and County review and approval, incorporate revisions, and provide the County with a draft memorandum for submittal to Caltrans for review and approval. Stantec will review and respond to Caltrans comments and prepare a final memorandum.

Final NEPA Coordination

Stantec will complete the Categorical Exclusion Determination Form and prepare a full summary of environmental commitments (ECR) and submit to Caltrans, on behalf of the County, for approval of the NEPA CE.

5. Final Design

Based on the preliminary results found in Task 3, the County will meet with Mark Thomas to discuss the direction and progress of the findings. The goal of this meeting will be to select the storm damage repairs to be implemented moving forward. Mark Thomas will prepare final design plans, specifications, and estimates for the project. Plans will be prepared to County format and submitted at the 65%, 95% (independent check), and Final stages of design. Following each design submittal, County comments will be reviewed and addressed.



5.1. 65% Roadway PS&E

Mark Thomas will prepare draft engineering plans for roadway approaches based upon the approved geometric approval drawings. The plans will include typical sections; layouts; profiles; construction details; and drainage, traffic control, and signing and striping plans. It is anticipated that the following plan sheets will be prepared.

Description:	Number of Sheets
Title Sheet	1
Project Control	1
General Notes	1
Roadway Layout & Typical Cross Section	1
Construction Details	3
Drainage and Utilities Plan	1
Erosion Control Plan	1
Staging & Traffic Handling Plan	1
Total Estimated Roadway Plan Sheets	10

5.2. 65% Structure Plans

Mark Thomas will prepare retaining wall plans and details based on initial design calculations. At the 65% submittal, Mark Thomas will submit a complete, unchecked set of bridge plans to the County. The structure design will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 4th Edition with Caltrans Amendments dated November 2011, and Caltrans Seismic Design Criteria, Version 1.7. It is anticipated that the following plan sheets will be prepared:

Description:	Number of Sheets
Retaining Wall General Plan	1
Index to Plan	1
Structure Plan	1
Foundation Plan	1
Pile and Ground Anchor Data	2
Wall Details	3



Ground Anchor Details	2
Log of Test Borings	4
Total Estimated Structure Plan Sheets	15

5.3. 95% Roadway PS&E

All comments from the County and additional details needed from utility coordination will be incorporated into the 95% plan, specification and engineers estimate.

5.4. Independent Check (95% Plans)

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

5.5. Final PS&E

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

5.6. Specifications

Mark Thomas will develop project special provisions using 2015 Caltrans Standard Special Provisions. Special provisions will be submitted at the 100% and final submittals. The County's boilerplate contract language will be incorporated into the specifications.

5.7. Construction Cost Estimates

Mark Thomas will prepare an itemized engineer's estimate for the 65%, 95% and final stages for the project. The format will be similar to the Caltrans BEES format. The unit costs will be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans ESC site.



Task 4 Deliverables:

- 65% Plans and Estimate (11x17 Plans)(3 sets), Electronic Estimates
- 95% Plans, Specifications and Estimate (11x17 Plans)(3 sets), Electronic Specifications and Estimates
- Design and Independent Check Calculations
- Final PS&E (Full Size and 11x17 Plans)(Unbound Specifications)(Estimate)(3 Sets)

6. **Bid Support**

A budget amount has been provided for bidder assistance that will be used on a time and materials basis as requested by the County. Once construction funding is identified, Mark Thomas will coordinate with the County regarding an amendment for Construction Support.

- Bid Support, Response to RFIs, issuing Addendums

Assumptions

- All access will be provided by the County
- No utility potholes are included in this scope of work.
- It is assumed that utility coordination will consist of obtaining utility mapping and include drafting of utility information provided by utility companies. Further utility coordination will not be required. If funding requires adherence to Caltrans Local Assistance Procedures Manual, it is assumed that utility relocation plans and utility agreements are not included in this scope of work.
- It is assumed the disturbed area will be less than one acre, and the project will need a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be prepared by the contractor.
 - The project is located outside of the coastal zone;
 - Compliance with Section 4(f) will not be required as the proposed project does not encroach on public lands;
 - No endangered species concerns based on database queries conducted by the County;




- The project is located outside of designated critical habitat for northern spotted owl and marbled murrelet;
- No jurisdictional waters are likely to be permanently impacted, there may be small, temporary impacts; no need to prepare a wetland delineation report;
- Project is not located within a salmonid-bearing waterway and no impacts to listed salmonids will occur (note - project will improve current condition of sediment being transported into the Telegraph Creek watershed);
- No need for hazardous assessment/Initial Site Assessment – just reference County hazardous site files and do Geotracker query as part of the PES form;
- No formal visual impact assessment will be needed, just need to complete the VIA Checklist and include with the PES form;
- No Caltrans field review has been conducted;
- County will be responsible for documenting compliance with the California Environmental Quality Act (CEQA), which will be a Notice of Exemption; and
- County does not anticipate the need for securing any regulatory permits as the proposed project will not result in the permanent fill of federal or state waters.
- Site survey and topographic mapping will be completed by others
- Geotechnical Borings, design, slope stability analysis and geotechnical report will be prepared by the County's consultant.
- Project scope assumes a soldier pile wall with tiebacks or secant pile wall with tiebacks will be utilized. If a combination of retreat requiring a soil nail wall as well as second wall along scarp is selected, additional work and fee will be required to design a second wall.



Attachment B – Cost Proposal and Schedule of Services

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

	Mark Thomas							Subconsultants		TOTAL COST			
	Sr. Engineering Mgr	Technical Lead	Sr. Project Engineer	Project Engineer	Design Engineer II	Sr. Technician	Project Coordinator	Total Hours	Total MT Cost		Stancor (Formerly North State Resources)	Paragon Partners	
	\$288	\$172	\$145	\$125	\$111	\$106	\$86				Non-DBE	Non-DBE	
1.0 PROJECT MANAGEMENT													
1.1 Project Meetings	16	16						32	\$7,360	-	-	\$7,360	
1.2 Project Management		16						40	\$6,192	-	-	\$6,192	
1.3 Quality Control & Quality Assurance	8	32						40	\$7,808	-	-	\$7,808	
Subtotal Phase 1	24	64	0	0	0	0	40	128	\$21,360	\$0	\$0	\$21,360	
2.0 PRELIMINARY ENGINEERING													
2.1 Survey Base Mapping				8	8			16	\$1,888	-	-	\$1,888	
2.2 Utility Coordination				8	40			48	\$5,440	-	-	\$5,440	
2.3 Right of Way Appraisal Exhibit			4		8	16		28	\$3,164	-	-	\$3,164	
2.4 Right of Way Appraisals & Acquisitions			10					10	\$1,450	-	38,985	\$40,435	
Subtotal Phase 2	0	0	14	16	56	16	0	102	\$11,942	\$0	\$38,985	\$50,927	
3.0 PRELIMINARY ENGINEERING													
3.1 Data Gathering & Field Visits		20		20				40	\$5,940	-	-	\$5,940	
3.2 Geotechnical Engineering Services		8		30				38	\$5,126	-	-	\$5,126	
3.3 Layout and Conceptual Details		8		32	32	80		152	\$17,408	-	-	\$17,408	
Subtotal Phase 3	0	36	0	82	32	80	0	230	\$28,474	\$0	\$0	\$28,474	
4.0 ENVIRONMENTAL DOCUMENT AND PERMITTING													
4.1 Prepare Technical Studies, Environmental Document, and Permits	8		16		16			40	\$6,400	35,844	-	\$42,244	
Subtotal Phase 4	8	0	16	0	16	0	0	40	\$6,400	\$35,844	\$0	\$42,244	
5.0 FINAL DESIGN													
5.1 65% Roadway Plans	4		24		100	80		208	\$24,212	-	-	\$24,212	
5.2 65% Structure Plans		20		160		140		320	\$38,280	-	-	\$38,280	
5.3 95% Roadway Plans	4		16		60	60		140	\$16,492	-	-	\$16,492	
5.4 Independent Check (95% Plans)		20		120		80		220	\$26,920	-	-	\$26,920	
5.5 Final PS&E	2	16	6	30	30	80		164	\$19,758	-	-	\$19,758	
5.6 Specifications		16	20	40				76	\$10,652	-	-	\$10,652	
5.7 Construction Cost Estimates		4	4	8	120			136	\$15,588	-	-	\$15,588	
Subtotal Phase 5	10	76	70	358	310	440	0	1264	\$151,902	\$0	\$0	\$151,902	
6.0 BID SUPPORT													
6.1 Bid Support		12	6			16		34	\$4,630	-	-	\$4,630	
Subtotal Phase 6	0	12	6	0	0	16	0	34	\$4,630	\$0	\$0	\$4,630	
TOTAL HOURS	42	188	106	456	414	552	40	1798					
OTHER DIRECT COSTS										\$0	\$6,860	\$5,915	\$12,775
TOTAL COST	\$12,096	\$32,336	\$15,370	\$57,000	\$45,954	\$58,512	\$3,440		\$224,708	\$42,704	\$44,900	\$312,312	

COST PROPOSAL

CLIENT Humboldt County
PROJECT Shelter Cove Storm Damage Project
CONSULTANT Mark Thomas

Date 6-Feb-18

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Sr. Principal		\$125 - \$135	0.0	@ \$ 130	\$ -
Principal		\$115 - \$125	0.0	@ \$ 120	\$ -
Sr. Engineering Manager		\$92 - \$111	42.0	@ \$ 101	\$ 4,262.79
Engineering Manager		\$82 - \$92	0.0	@ \$ 87	\$ -
Practice Area Leader		\$82 - \$92	0.0	@ \$ 87	\$ -
Sr. Project Manager		\$65 - \$82	0.0	@ \$ 73	\$ -
Sr. Technical Lead		\$65 - \$82	0.0	@ \$ 73	\$ -
Project Manager		\$55 - \$66	0.0	@ \$ 61	\$ -
Technical Lead		\$55 - \$66	188.0	@ \$ 61	\$ 11,426.64
Sr. Project Engineer		\$47 - \$55	106.0	@ \$ 51	\$ 5,406.53
Sr. Technical Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Project Engineer		\$42 - \$47	456.0	@ \$ 44	\$ 20,178.00
Design Engineer II		\$37 - \$41	414.0	@ \$ 39	\$ 16,042.50
Design Engineer I		\$27 - \$36	0.0	@ \$ 32	\$ -
Sr. Technician		\$32 - \$43	552.0	@ \$ 37	\$ 20,694.48
Technician		\$22 - \$32	0.0	@ \$ 27	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Survey Manager		\$61 - \$75	0.0	@ \$ 68	\$ -
Survey Manager		\$55 - \$61	0.0	@ \$ 58	\$ -
Sr. Project Surveyor		\$50 - \$55	0.0	@ \$ 52	\$ -
Project Surveyor		\$45 - \$50	0.0	@ \$ 47	\$ -
Sr. Surveyor		\$37 - \$45	0.0	@ \$ 41	\$ -
Surveyor		\$32 - \$36	0.0	@ \$ 34	\$ -
Lead Survey Technician		\$42 - \$46	0.0	@ \$ 44	\$ -
Sr. Survey Technician		\$31 - \$42	0.0	@ \$ 36	\$ -
Survey Technician		\$21 - \$31	0.0	@ \$ 28	\$ -
Survey Intern		\$15 - \$21	0.0	@ \$ 18	\$ -
Single Chief		\$39 - \$44	0.0	@ \$ 41	\$ -
Single Chainman		\$33 - \$40	0.0	@ \$ 36	\$ -
Apprentice		\$16 - \$33	0.0	@ \$ 24	\$ -
1 Person Field Crew		\$39 - \$44	0.0	@ \$ 41	\$ -
2 Person Field Crew		\$78 - \$88	0.0	@ \$ 83	\$ -
3 Person Field Crew		\$110 - \$127	0.0	@ \$ 119	\$ -
Sr. LAUD Division Manager		\$72 - \$81	0.0	@ \$ 76	\$ -
LAUD Division Manager		\$58 - \$72	0.0	@ \$ 65	\$ -
Sr. LAUD Project Manager		\$56 - \$58	0.0	@ \$ 57	\$ -
LAUD Project Manager		\$48 - \$56	0.0	@ \$ 52	\$ -
Sr. Project Landscape Architect		\$36 - \$42	0.0	@ \$ 39	\$ -
Project Landscape Architect		\$32 - \$36	0.0	@ \$ 34	\$ -
Landscape Designer		\$21 - \$32	0.0	@ \$ 26	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Inspector		\$33 - \$43	0.0	@ \$ 38	\$ -
Inspector		\$22 - \$33	0.0	@ \$ 27	\$ -
Expert Witness		\$138	0.0	@ \$ 138	\$ -
Strategic Consulting		\$138	0.0	@ \$ 138	\$ -
Sr. Project Accountant		\$36 - \$43	0.0	@ \$ 39	\$ -
Project Accountant		\$28 - \$35	0.0	@ \$ 32	\$ -
Sr. Project Coordinator		\$36 - \$40	0.0	@ \$ 38	\$ -

Project Coordinator	\$25 - \$36	40.0	@	\$ 30	\$ 1,219.60
Sr. Project Assistant	\$27 - \$30	0.0	@	\$ 28	\$ -
Project Assistant	\$14 - \$27	0.0	@	\$ 20	\$ -
Sr. Technical Writer	\$26 - \$40	0.0	@	\$ 33	\$ -
Technical Writer	\$15 - \$26	0.0	@	\$ 20	\$ -
Sr. Graphic Designer	\$31 - \$40	0.0	@	\$ 35	\$ -
Graphic Designer	\$20 - \$31	0.0	@	\$ 25	\$ -

Subtotal Direct Labor Costs \$ 79,230.54
Anticipated Salary Increases _____

Total Direct Labor Costs \$ 79,230.54

FRINGE BENEFITS

Fringe Benefits

Rate	Total
77.79%	\$ 61,633.44

Total Fringe Benefits \$ 61,633.44

INDIRECT COSTS

Overhead/General and Administrative

80.04%	\$ 63,416.12
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Total Indirect Costs \$ 63,416.12

FEE @ 10%

\$ 20,428.01

OTHER COSTS

Mileage	UNIT (\$)	UNIT COST	TOTAL
Overnight Mail/Mail		\$0.535	\$ -
Per Diem		\$15.00	\$ -
Reproductions - full size		\$260.00	\$ -
Reproductions - half size		\$1.00	\$ -
		\$0.35	\$ -

Total Other Costs \$ -

Mark Thomas Total Costs

\$ 224,708.11

SUBCONSULTANT 10-H TOTAL COSTS

Stantec
Paragon

\$ 42,704.00
\$ 44,900.00

Subconsultants Total Costs

\$ 87,604.00

TOTAL COSTS

\$ 312,312.11

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

Note: Mark-ups are Not Allowed

Consultant Stantec (formerly North State Resources, Inc.) Contract No. 217216

Date 1/11/2018

DIRECT LABOR

Classification/Title	Name	Hourly Range	Hours	Actual Hourly Rate	Total
Senior Principal	T. Reilly	50-80	2	\$79.33	\$158.66
Principal - Level 15	W. Lanning	50-80	22	\$67.31	\$1,480.82
Principal - Level 15 (Fisheries)	K. Marine	50-80	0	\$69.74	\$0.00
Principal - Level 14 (Reg. Permitting)	M. Wuestehube	45-75	0	\$59.76	\$0.00
Sen. Assoc, Biologist - Level 13	L. Lindstrand III	40-70	8	\$50.60	\$404.80
Level 10 - Biologist	K Bainbridge	20-50	80	\$33.16	\$2,652.80
Level 9 - Biologist	S. Tona	20-50	44	\$30.16	\$1,327.04
Level 7 - Biologist	G. Youngblood	20-50	0	\$25.06	\$0.00
Level 8 - Biologist	D. Pluth	20-50	0	\$27.70	\$0.00
Level 7 - Biologist	T. Hanson	15-45	0	\$25.43	\$0.00
Level 7 - Biologist	M. Mercer	15-45	0	\$24.73	\$0.00
Level 9 - GIS	T. Mooney	15-45	24	\$31.31	\$751.44
Level 10 - Env. Analyst	C. Carpenter	30-60	92	\$36.73	\$3,379.16
Level 15 - Env. Analyst	TBD	30-60	0	\$50.00	\$0.00
Level 10 - Env. Analyst	J. McLaughlin	30-60	0	\$34.90	\$0.00
Level 9 - Env. Scientist	S. Farrant (Holt)	20-50	0	\$32.81	\$0.00
Level 11 -GIS	C. Shoemaker	20-50	0	\$39.59	\$0.00
Associate Admin - Level 11	B. Wiechman	20-50	8	\$37.79	\$302.32
Level 11 - Project Admin.	G. Smith	20-50	0	\$39.07	\$0.00
Level 10 - Project Admin.	C. Duncan	15-45	0	\$35.08	\$0.00
Level 9 - Admin.	S. Langford	15-45	12	\$31.50	\$378.00
Level 7 - Env. Analyst	D. Parke	15-45	68	\$21.52	\$1,463.36
Level 8 - Admin	R. Barnard	15-45	8	\$26.93	\$215.44
Level 7 - Env. Analyst	B. Cohen	15-45	0	\$25.52	\$0.00
					\$0.00
					\$0.00
					\$0.00

LABOR COSTS

368

a) Subtotal Direct Labor Costs

\$12,513.84

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

e) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$12,513.84

FRINGE BENEFITS

d) Fringe Benefits (Rate: 55.09%)

e) Total Fringe Benefits

[(c) x (d)] \$6,893.87

INDIRECT COSTS

f) Overhead (Rate: 28.95%)

g) Overhead [(c) x (f)] \$3,622.76

h) General and Administrative (Rate: 76.36%)

i) Gen & Admin [(c) x (h)] \$9,555.57

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

\$20,072.20

FEE (Profit)

q) (Rate: 10.00%)

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

\$3,258.60

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$1,456.20
m) Equipment Rental and Supplies (itemized below)			\$1,144.98
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$4,258.50
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$6,859.68
TOTAL COST [(c) + (j) + (k) + (p)]			\$42,704.32

NOTES:

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

ITEMIZATION - OTHER DIRECT COSTS (ODC)

Description

l) Travel/Mileage Costs (supported by consultant actual costs)			
	Unit(s)	Unit Cost	Total
Mileage	1320	\$0.535	\$706.20
Per Deim	3	\$150.000	\$450.00
Delivery	30	\$10.000	\$300.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Subtotal (l) \$1,456.20
m) Equipment Rental and Supplies (itemize)			
	Unit(s)	Unit Cost	Total
Black and white copies (8.5 x 11)	10000	\$0.060	\$600.00
Black and white copies (11 x 17)	150	\$0.110	\$16.50
Color copies (8.5 x 11)	150	\$0.750	\$112.50
Color copies (11 x 17)	150	\$1.500	\$225.00
Graphics (Poster Boards)	0	\$45.000	\$0.00
Other Direct Cost, Info Center		\$250.000	\$0.00
Submeter GPS Usage (per day)	2	\$60.000	\$120.00
Miscellaneous			\$70.98
			Subtotal (m) \$1,144.98
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
			Subtotal (n) \$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
William Rich & Associates	1	\$4,258.500	\$4,258.50
			\$0.00
			\$0.00
			\$0.00
			Subtotal (o) \$4,258.50

EXHIBIT 10-H COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant Paragon Partners Ltd.

Contract No. 217216

Date January 19, 2018

DIRECT LABOR

Classification/Title	Name	hours	Hourly Rate	Total
(Project Manager)	Pam Samms	42	\$72.12	\$3,049
(Sr. Acquisition Agent)	Jeremy Neid	179	\$44.95	\$8,032
(Project Assistant)	Sarah Williams	133	\$25.00	\$3,326

LABOR COSTS

a) Subtotal Direct Labor Costs

\$14,407.00

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

\$0.00

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

\$14,407

FRINGE BENEFITS

d) Fringe Benefits (Rate: _____)

e) **Total Fringe Benefits**

[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead (Rate: 146.00%)

g) Overhead [(c) x (f)] \$21,034.22

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$0.00

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

\$21,034

FEE (Profit)

q) (Rate: 10.00%)

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

\$3,544

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			\$1,515.00
m) Equipment Rental and Supplies (itemize)			\$0.00
n) Preliminary Title Reports			\$4,400.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$5,915
TOTAL COST [(c) + (j) + (k) + (p)]			\$44,900

NOTES:

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

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

Consultant Paragon Partners Ltd. Contract No. 217216 Date January 19, 2018

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43119

Direct Labor Subtotal per Cost Proposal \$14,407.00	Total Hours per Cost Proposal 354	=	Avg Hourly Rate \$40.70	5 Year Contract Duration 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	\$40.70	+	2%	=	\$41.51	Year 2 Avg Hourly Rate
Year 2	\$41.51	+	2%	=	\$42.34	Year 3 Avg Hourly Rate
Year 3	\$42.34	+	2%	=	\$43.19	Year 4 Avg Hourly Rate
Year 4	\$43.19	+	2%	=	\$44.05	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	100.00%	*	354.0	=	354.0	Estimated Hours Year 1
Year 2		*	354.0	=	0.0	Estimated Hours Year 2
Year 3		*	354.0	=	0.0	Estimated Hours Year 3
Year 4		*	354.0	=	0.0	Estimated Hours Year 4
Year 5		*	354.0	=	0.0	Estimated Hours Year 5
Total			Total	=	354.0	

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		*		=		Estimated Hours Year 1
Year 2		*		=		Estimated Hours Year 2
Year 3		*		=		Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=		
	Direct Labor Subtotal before Escalation			=		
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

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

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

Attachment D – Professional Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2017

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

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

PRODUCER Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339		CONTACT NAME: Asero Insurance Services PHONE (A/C No. Ext): 866-966-8928 FAX (A/C No.): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com															
INSURED Mark Thomas & Company, Inc. 2290 North First Street, Suite 304 San Jose CA 95131		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of Amer	25674	INSURER B : Travelers Indemnity Company of CT	25682	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES CERTIFICATE NUMBER: 37810114 REVISION NUMBER:

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe Longwello

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: County of Humboldt - Risk Management

ADDRESS: 825 Fifth Street, Room 131 Eureka CA 95501

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The following definition as added to

DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

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

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

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

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

Schedule

Person or Organization

Job Description

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

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

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

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

Policy No. XJUB4342T25017

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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

