



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-23

For the meeting of: June 6, 2017

Date: May 11, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director

Subject: Agreement for Construction Management Services for Earthquake Repairs to Mattole Road (3C010) at Post Mile 43.17, Contract Number 210207

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the selection of SHN Engineers and Geologists, as the consulting firm to provide construction management services for earthquake repairs to Mattole Road (3C010) at Post Mile (PM) 43.17;
2. Approve and authorize the Chair of the Board of Supervisors to execute three (3) originals of the attached Consultant Services Agreement with SHN Engineers and Geologists, regarding the provision of construction management services for earthquake repairs to Mattole Road (3C010) at PM 43.17; and
3. Direct the Clerk of the Board to return two (2) executed originals of the attached Consultant Services Agreement to the Department of Public Works.

SOURCE OF FUNDING: Road Fund; Federal Highway Administration (FHWA) Emergency Relief (ER) Program.

DISCUSSION: The construction of earthquake repairs to Mattole Road (3C010) at PM 43.17 was awarded to G.R. Wilcox Enterprises, Inc., on May 16, 2017, and work is scheduled to begin this summer. Since the Humboldt County Public Works Department currently has limited staff to perform construction

Prepared by Jeffrey A. Ball

CAO Approval

Karen Clever

REVIEW:

Auditor _____ County Counsel Sm Personnel _____ Risk Manager Fuller Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Wilson

Ayes Fennell, Sundberg, Bohn, Wilson

Nays _____

Abstain _____

Absent Bass

PREVIOUS ACTION/REFERRAL:

Board Order No. C-15

Meeting of: March 14, 2017

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

Dated: June 6, 2017

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

management services necessary to complete multiple projects, Public Works issued a Request for Qualification (“RFQ”) on January 3, 2017, for the purpose of creating a pool of qualified consultants who will be available to meet the department’s construction management needs. The RFQ was the first step of the two-step selection process set forth in Chapter 10 of the California Department of Transportation’s Local Assistance Procedures Manual.

The Board of Supervisors approved the pool of qualified consultants on March 7, 2017 (see, Attachment 1). On April 4, 2017, the department issued a Request for Proposals (“RFP”) regarding the provision of specific construction management services required for the Mattole Road project to the pool of qualified consultants. The RFP contained a specific scope of services and solicited a cost proposal and performance schedule. The proposals submitted in response to the RFP for the project were evaluated and ranked by the selection committee. The final ranking of proposals was issued on May 1, 2017 (see, Attachment 2).

The department is now returning to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the selected consultant. The department desires to retain the services of SHN Engineers and Geologists, to assist the county in performing construction management services for this project. SHN Engineers and Geologists has provided the department with a cost proposal, final scope of work and performance schedule as required by the RFP process.

Accordingly, the department recommends that the Board of Supervisors approve and authorize the Chair of the Board of Supervisors to execute the attached Consultant Services Agreement with SHN Engineers and Geologists, regarding the provision of construction management services for the project (see, Attachment 3).

FINANCIAL IMPACT: The maximum amount payable for the construction management services that will be provided pursuant to the terms and conditions of the attached Consultant Services Agreement is not to exceed Forty Five Thousand Dollars (\$45,000.00). Costs for such services is 88.53 percent funded by the FHWA Emergency Relief Program and 11.47 percent funded by the Road Fund.

The recommended action conforms to the Board of Supervisors’ Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highway Administration

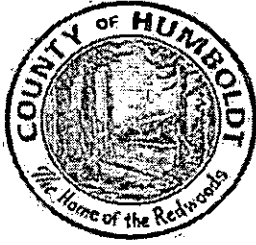
ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the attached Consultant Services Agreement with SHN Engineers and Geologists. However, this option is not recommended since the construction management services that will be provided thereunder are necessary to complete construction of the project, which is scheduled to begin this summer.

ATTACHMENTS:

1. Board of Supervisors Approval of the Pool of Qualified Consultants, dated March 7, 2017
2. Department of Public Works Ranking of the Proposals for Construction Management Services for Earthquake Repairs to Mattole Road (3C010) at PM 43.17, Contract Number 210207, dated May 1, 2017
3. 3 Originals: Agreement for Consultant Services – Construction Management Services – For earthquake repairs to Mattole Road (3C010) at PM 43.17, Contract Number 210207

ATTACHMENT 1

Board of Supervisors Approval of the Pool of Qualified Consultants
Dated March 7, 2017



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-22

For the meeting of: March 7, 2017

Date: February 14, 2017

To: Board of Supervisors

From: *B* Thomas K. Mattson, Public Works Director

Subject: Approval of Qualified Consultants for On-Call Construction Management Services (RFQ No. DPW2017-001)

RECOMMENDATION(S):

That the Board of Supervisors;

Approve the attached pool of qualified consultants for on-call construction management services (RFQ No. DPW2017-001) for the period March 1, 2017, to March 1, 2020.

Authorize the Director of Public Works to extend the time period until March 1, 2022, at his/her discretion.

SOURCE OF FUNDING: Road Fund-Federal Highway Administration (FHWA) Highway Bridge Program, the Toll Credit Bridge Replacement Fund, and FHWA Storm Damage Funds

DISCUSSION: Due to limited staffing and expertise, certain construction management services need to be contracted out. The Department of Public Works advertised the Request for Qualification (RFQ) No. DPW 2017-001 which solicited the anticipated services. The RFQ meets federal requirements and complies with the latest guidelines from Caltrans Local Assistance Procedures Manual, Chapter 10 – Consultant Selection. A preliminary scope of services, required qualifications and evaluation criteria were used to create the pool of qualified consultants who will be available to meet the Department of Public Works' construction

Prepared by Tony Seghetti

CAO Approval

Karen Clowes

REVIEW:

Auditor

County Counsel *Sm*

Personnel *D.J.*

Risk Manager

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

- Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
- Nays
- Abstain
- Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. C-25

Meeting of: January 3, 2017

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

Dated: Mar 7, 2017

By: *[Signature]*
Kathy Hayes, Clerk of the Board

management needs. This pool of qualified consultants, will be available to the Department of Public Works for the next three years, with an optional two year extension.

The Department of Public Works will issue a project specific Request for Proposals (RFP) to the qualified consultants. Each RFP will contain a project specific scope of services and will solicit a cost proposal for the provision of such services. The Department of Public Works will then return to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the preferred consultant for each project. The selected consultant will act as the county's agent in all or selected tasks that pertain to construction management once the projects are advertised and awarded.

Accordingly, the Department of Public Works recommends that the Board of Supervisors approve the attached list of qualified consultants regarding on-call construction management services.

FINANCIAL IMPACT: Bridge projects are one hundred percent (100%) funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are eighty-eight point fifty-three percent (88.53%) funded by FHWA and the remaining eleven point forty-seven percent (11.47%) funded by the County Road Division. There is no financial commitment until the Board approves a consultant services agreement with the selected consulting firm for each project.

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

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the attached list of qualified consultants for on-call construction management services. However, this option is not recommended since the Department of Public Works does not have qualified personnel to oversee all of the up-coming bridge and roadway repair projects.

ATTACHMENT:

List of Qualified Consultants for On-Call Construction Management Services developed from RFQ No. DPW2017-001

ATTACHMENT

List of Qualified Consultants for On-Call Construction Management Services developed from RFQ No. DPW2017-001

1. Caltrop Corporation
2. Drake Haglan and Associates
3. GHD Inc.
4. Ghirardelli Associates, Inc.
5. MGE Engineering, Inc.
6. Oscar Larson & Associates Consulting Engineers, Inc.
7. Quincy Engineering
8. SHN Engineers & Geologists
9. Trinity Valley Consulting Engineers

ATTACHMENT 2

Department of Public Works Ranking of the Proposals for Construction Management
Services for Earthquake Repairs to Mattole Road (3C010) at PM 43.17,
Contract No. 210207, dated May 1, 2017



DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT

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

ARCATA-EUREKA AIRPORT TERMINAL
McKINLEYVILLE
FAX 839-3596

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

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

AVIATION 839-5401

ADMINISTRATION	445-7491	NATURAL RESOURCES	445-7741
BUSINESS	445-7652	PARKS	445-7651
ENGINEERING	445-7377	ROADS & EQUIP. MAINT.	445-7421
FACILITY MAINTENANCE	445-7493		

LAND USE 445-7205

May 01, 2017

Construction Management Pool

Transmittal by E-mail

RE: Proposal for Construction Management Services for Earthquake Damage Repairs to
Mattole Road (3C010) at PM 43.17, Contract 210207, RFP No. DPW2017-004

SUBJECT: Selection Committee Review

Dear Consultants:

Thank you for submitting a proposal for construction management services for the Earthquake Damage Repairs to Mattole Road (3C010) at PM 43.17, Contract 210207, RFP No. DPW2017-004. The review committee has selected SHN Engineers & Geologists. Per Sections 9.1(A)(B)(C) of the RFP, we request that the highest ranking proposer submit a Scope of Services, Project Schedule, and sealed Cost Proposal within four (4) days after receiving this notification and schedule a scoping meeting within ten (10) days. If the highest ranking consultant is unresponsive or an agreement cannot be reached, then the next highest ranking consultant will be asked to submit a Scope of Services, Project Schedule, and sealed Cost Proposal. The final ranking of the proposals are as follows:

1. SHN Engineers & Geologists
2. Drake Haglan & Associates

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

Sincerely,

Tony Seghetti
Deputy Director Engineering Division

cc: File

ATTACHMENT 3

Agreement for Consultant Services – Construction Management Services –
Earthquake Repairs to Mattole Road (3C010) at PM 43.17,
Contract No. 210207

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SHN ENGINEERS & GEOLOGISTS
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
EARTHQUAKE DAMAGE REPAIRS TO MATTOLE ROAD (3C010) AT P.M. 43.17**

Project No. 210207

This contract entered into this 10th day of June, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SHN Engineers & Geologists, a California Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing Construction Management services, which are further described in Attachment A – Scope of Work; and

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Gregory Hufford. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated May 4, 2017. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

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- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

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

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY at least once a month. Such reports should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on June 6, 2017, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on December 31, 2017, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, profit, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the

estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds 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 the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$0. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. 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 the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 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
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 95501

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$45,000.

- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. 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.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI – TERMINATION

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

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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

to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain this provision.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by 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, state or local governments have access to CPA work papers, will be considered a breach of contract and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of such work shall be subcontracted without written authorization by COUNTY, except that, which is identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated herein to be applicable to subconsultants.

- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XII – STATE PREVAILING WAGE RATES

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

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:
 - 1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

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

ARTICLE XVI – STATEMENT OF COMPLIANCE

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

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement),” which certifies that he/she or any person associated therewith in the capacity

of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

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

ARTICLE XVIII – FUNDING REQUIREMENTS

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

ARTICLE XIX – CHANGE IN TERMS

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

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this contract is eleven percent (11%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual

(LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.

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

ARTICLE XXI – CONTINGENT FEE

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

ARTICLE XXII – DISPUTES

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

ARTICLE XXIII – INSPECTION OF WORK

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

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
 - 1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of 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) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) 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) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.

4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT’s insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT’s Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT’s Commercial General Liability policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as “XCU Hazards.”
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured’s clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONSULTANT’s insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall

be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: SHN Engineers & Geologists
Attention: Gregory Hufford, Project Manager
812 W. Wabash Avenue
Eureka, CA 95501

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

AND

Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 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, its officers, agents 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 contract 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 contract.
- 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, employees and volunteers 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 the contract, 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 contract.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

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

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

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

ARTICLE XXXI – RETENTION OF FUNDS

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

ARTICLE XXXII – NOTIFICATION

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

CONSULTANT: SHN Engineers & Geologists
Attention: Gregory Hufford, Project Manager
812 W. Wabash Avenue
Eureka, CA 95501

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

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

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment

impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

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

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

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


[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

SHN ENGINEERS & GEOLOGISTS:

By: 
 Name: K. Jeff Nelson
 Title: President/CEO

Date: 5-14-2017

By: 
 Name: Brenda Sigler
 Title: CFO

Date: 5/16/17

COUNTY OF HUMBOLDT:

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

Date: 6/6/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
 Risk Analyst

Date: 5/19/17

- Attachment A – Scope of Work & Schedule
- Attachment B – Cost Proposal
- Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1, Exhibit10-O2)

ATTACHMENT A – SCOPE OF WORK & SCHEDULE



Reference: 017000.043

May 16, 2017

Tony Seghetti, Deputy Director Engineering Division
County of Humboldt
4406 - 2nd Street
Eureka, CA 95501

Subject: Scope and Schedule for Conducting Construction Management Services for the County of Humboldt's Earthquake Damage Repairs to Mattole Road

Dear Mr. Seghetti:

Thank you for considering SHN and Apex for providing construction management, Resident Engineering, office engineering, construction inspection, and construction staking services for the construction of the County's earthquake damage repairs to Mattole Road.

In our role as the construction manager, we will work closely with the County, the Contractor, and the Engineer of Record to ensure that any challenges that arise during construction are handled effectively and efficiently, and we will work to ensure that all parties involved are in agreement with regard to construction efforts.

A. Scope of Services

1.0 Preconstruction Coordination

Prior to construction beginning the construction management team will begin reviewing project documents and initial submittals. The following tasks and assumptions are associated with preconstruction coordination:

1.1 Preconstruction Meeting

Total Hours: 6

There will be one pre-construction meeting that will take place at the County of Humboldt Public Works Building. County representatives, Contractor representatives, and the SHN/Apex project team consisting of the Resident Engineer (RE), Office Engineer (OE), and Assistant RE (ARE)/Daily Inspector will attend.

We estimate a total of 6 labor hours for this task, divided between the RE, OE, and ARE.

1.2 Project Documents and Initial Submittal Review

Total Hours: 18

The OE, and ARE will review all project-related documents supplied by the County. Document review will focus on Contractor requirements that need to be adhered to during construction. This includes, but is not limited to, plans, specifications, permits, environmental studies, and other documents related to the project design.

The initial Contractor submittals the team expects to review are:

- Contractor's Proposed Schedule
- Traffic Control Plan—due within 5 days of starting work
- Water Pollution Control Program—due within 7 days of contract approval; 5-day review period; - day turnaround for re-submittal

We estimate a total of 18 labor hours divided between the ARE and OE for this task.

2.0 Construction Management

Construction management will include the week to week, if not more frequent, correspondence between the ARE, RE, Contractor, and the County. Daily inspections, review of Contractor submittals, weekly meetings, constructing staking, preparation and review of change orders and extra work claims, processing of pay estimates, billing reviews, and project documentation will be included in construction management.

2.1 Daily Inspection (Inspector's time only)

Total Hours: 107

Based on the allotted 40 working days for the Contractor to complete the project, SHN assumes 8 work weeks (Monday through Friday) will be required. For the purpose of this scope and allotted budget, we will be able to provide inspection services for 3 hours per day, 3 days per week, or an average of 9 hours per week. In addition to inspection time, it is estimated that 35 hours for travel will be required. These inspections will be performed by the ARE and include the following tasks:

- Daily inspection report consisting of, but not limited to, documentation of progress or delays, controlling operations, equipment and employees on site, approximate hours worked, quantities/amount completed, discussions and agreements with Contractor and others, locations and descriptions of work, compliance or non-compliance with project documents and testing, and general observations
- Coordination of testing and inspections
- Checking-in with the RE regarding decisions, agreements, and approvals with the Contractor, and any potential project delays or changes
- Coordinating with the OE regarding general project compliance
- Leading weekly progress meetings at project site with the RE, the County, and the Contractor
- Conducting employee interviews and labor compliance
- Project documentation according to the Local Assistance Procedures Manual (LAPM) and Caltrans construction management guidelines

We estimate a 107 labor hours for this task for the ARE only.

Tony Seghetti

Scope and Schedule Relating to Construction Management Services for the County of Humboldt's Earthquake Damage Repairs to Mattole Road

May 16, 2017

Page 3

2.2 Submittals, Meetings, Change Orders, Claims

Total Hours: 38

The RE will participate in weekly meetings and coordinate with the ARE and County. The OE will assist with change order preparation and claims, and will review submittals and certificates of compliance for the following:

- Temporary Silt Fence
- Fiber Roll
- Hydroseed
- Class 2 Aggregate Base
- Hot Mix Asphalt (Type A)
- Metal Beam Guard Railing
- Alternative Flared Terminal System
- Traffic Striping

Submittal reviews assume one review of the initial submittal and one review of a re-submittal. We estimate 6 labor hours for the ARE for change orders, 16 labor hours for the RE for weekly meetings, and 16 labor hours for the OE for submittals, change orders, and potential claims.

3.0 Construction Staking

Total Hours 104

Construction staking involves the following scope items and assumptions:

- Project oversight and staking coordination with the contractor
- Initial review of the improvement plans and setup of the staking drawing
- Search for the survey control on the site that had previously been set by the County survey crew. Control was set more than 2 years ago, verification of horizontal and vertical components is assumed to be required.
- Flagging the clearing limits of the construction site (1 day)
- Setting slope stakes at 50-foot intervals for the hinge and daylight points (2 days)
- Setting rough grade stake at the toe of cuts at 25 foot intervals after slopes have been cut back (1 day)
- Setting finished grade stakes, as needed, if the rough grade stakes have been disturbed or destroyed

Materials used in taking (lath, nails, wooden hubs, paint, and flagging) will be billed at cost plus 15%

4.0 Project Closeout

Total Hours: 20

Project closeout will entail final inspections, punch list preparation, and punch list follow up. The final inspection will be a walk through with the Contractor, RE, ARE, and County to determine punch list items. Punch list preparation and follow up includes coordination with the Contractor and additional inspections to verify compliance and completion of punch list items. This assumes one additional site visit upon notice from Contractor that all punch list items are complete.

Tony Seghetti

Scope and Schedule Relating to Construction Management Services for the County of Humboldt's Earthquake Damage Repairs to Mattole Road

May 16, 2017

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This estimate includes 18 hours for the ARE and 2 hours for the RE.

5.0 Project Management and Project Documentation

Total Hours: 30

General project management includes invoicing, overall project coordination, and communications with the County. Project documentation includes preparation of all pertinent LAPM forms, including but not limited to:

- 16A–Weekly Statement of Working days
- 16B–Subcontracting Request
- 16Z–Monthly DBE Trucking Verification Form
- 17B–Final Inspection Form
- 17F–Final Report of DBE Utilization
- 17G–Materials Certificate
- 19A–Construction Review Checklist Preliminary
- 19B–Construction Review Checklist Mid–Project
- 19C–Construction Review Checklist Post–Project

We estimate 30 hours for the ARE for this task.

B. Exclusions

SHN would be happy to provide the following services if the County requests additional support; however, the following are excluded from this scope:

- Materials testing and sampling
- As-built survey
- Preparation of as-built drawings
- Geologist or Geotechnical Engineer services
- Pre-construction inspection/documentation
- Preconstruction award package preparation
- Final report of expenditures
- Preparation of cut-sheets

SHN realizes the extent of documentation, oversight, and paperwork that goes into a federally funded project. We are here to work with the County to provide a supporting resident engineer role, daily inspector, and office engineering role as identified in this scope and the request for proposals. We realize that some items included in the scope and exclusions may need to be adjusted prior to finalization of the Consultant Services Agreement.

Attached is a fee schedule for SHN's materials testing and sampling services. SHN can easily assist the County with materials testing services as the Assistant RE/Daily Inspector, Cody Long, can provide materials testing while already on site. SHN estimates an as-built survey would cost approximately \$2,500, if the County deems it necessary.

Tony Seghetti
**Scope and Schedule Relating to Construction Management Services for the County of
Humboldt's Earthquake Damage Repairs to Mattole Road**
May 16, 2017
Page 5

C. Project Schedule

Our proposed project schedule is presented in Attachment 2.

D. Consultant Contract DBE Commitment

The signed consultant contract DBE commitment is presented in Attachment 3.

Again, I would like to thank you for the opportunity to work with the County of Humboldt on this great project. Please call me at 707-441-8855 if you have any questions.

Respectfully,

SHN Engineers & Geologists



Gregory Hufford, PE
Civil Engineer

GNH/CJL:lms

Attachments: 1. Project Schedule
2. 2017 SHN Lab Fee Schedule
3. Exhibit 10-O2 Consultant Contract DBE Commitment



Project Schedule

Project Schedule

This schedule assumes the Project Commencement date provided by the County in the original RFP for Earthquake Damage Repairs to Mattole Road is the date of the Notice to Proceed to the contractor.

Date	Responsible Party	Task
Week of June 19	All	Preconstruction Meeting
	SHN, APEX	Receive Contractor Schedule
	SHN, APEX	Receive Traffic Control Plan submittal
	SHN, APEX	Receive Water Pollution Control Program submittal
	Contractor	Contractor begins mobilization, Clearing & Grubbing, implementation of traffic control system, roadway excavation
	SHN	Initial Construction Staking
Week of June 26	Apex	Complete responses to Contractor initial submittals
	Contractor	Contractor to begin submitting on silt fence, fiber roll, hydroseed, and Class 2 aggregate base
	SHN/Apex	Respond to submittals as appropriate
	SHN	Rough Construction staking
	Contractor	Contractor implementation of water pollution control program, continue roadway excavation
	Contractor	Contractor Begins embankment construction
Week of July 3	Contractor	Contractor continues embankment construction, nearing completion of roadway excavation
Week of July 10	SHN	Final Construction Staking
	Contractor	Finalize embankment grades, roadway section, and alignment of road
	Contractor	Hydroseeding of cuts, embankment, and disturbed areas of dirt
Week of July 17	SHN/Contractor	Work with contractor to begin site cleanup
	Contractor	Paving
Week of July 24	Contractor	Install Guard Rail
	Contractor	Striping
Week of July 31	All	Final inspection and preparation of project punch list
	Contractor	Contractor to begin items on punch list
Week of August 7	Contractor	Contractor to finish punch list work
	SHN	Punch list follow up inspection



2017 SHN Lab Fee Schedule

SHW Consulting Engineers & Geologists, Inc.

812 W. Wabash Ave., Eureka, CA • 707-441-8855 • FAX 707-441-8877

COMPACTION TESTING

62	Nuclear Density Testing	\$25/hour*
88	Compaction Curve	\$200/test
92	Compaction Curve Check Point	\$75/test

AGGREGATE TESTING

71	Coarse Sieve Analysis	\$50/test
73	Fine Sieve Analysis	\$60/test
72	Specific Gravity Coarse Aggregate	\$45/test
65	Specific Gravity Fine Aggregate	\$45/test
90	Cleanness Value	\$75/test
91	Durability, Coarse	\$75/test
93	Durability, Fine	\$75/test
96	Sand Equivalent	\$50/test
98	% Crushed Particles	\$125/test
179	Unit Weight of Aggregate	\$50/test
159	LA Rattler (Abrasion Resistance)	\$200/test
84	Sulfate Soundness	\$80/cycle
64	Friable Particles	\$80/test
104	Unconfined Compression of Rock Cores	\$50/test
245	Fine Aggregate Angularity	\$50/test
248	Sand Cone Density Test	\$75/test
331	Flat and Elongated Particles	\$125/test

CONCRETE MATERIALS TESTING

132	Concrete Compressive Strength*ASTM C-39	\$25/unit**
148	Concrete % Entrained Air	\$10/test*
182	Concrete Linear Shrinkage (3 bars)	\$200/test
103	Compression of Drilled Cores	\$25/test
107	Sample Prep for Sawing Rocks/Concrete Cores	\$30/unit
223	Unit Weight of Lightweight Concrete	\$50/unit*
167	Concrete Floor Moisture Emission	\$25/location*
219	Concrete Strength Rebound Hammer	\$25/day
220	Disposable Concrete Molds	\$2/each
227	Dry Density of Hardened Concrete	\$255/test

ASPHALT TESTING

229	HMA Job Mix Formula, Hveem Method	Upon request
163	Rice Specific Gravity	\$75/test
70	Bulk Specific Gravity of Compacted Mix	\$30/test
97	Asphalt Content by Nuclear Methods	\$75/test
95	Calibration of Asphalt Content Gauge	\$200/each
243	Laboratory Mixing of HMA Samples	\$75/each
85	Laboratory Compacting of HMA Samples	\$50/each
230	Stabilometer of Premixed AC	\$75/each
231	Swell Test	\$100/test
246	Ignition Oven Calibration	\$350/each
247	Asphalt Content by Ignition Oven	\$125/each
252	Ignition Oven Cal Factor for Grading	\$200/each

SOILS TESTING

67	Leachfield Textural Suitability (USDA)	\$60/test
70	Bulk Density	\$30/test
69	Particle Size Analysis	\$115/test
74	Moisture - Density	\$30/test
79	Moisture Content	\$20/test
75	Sieve Analysis (passing 200)	\$45/test
86	Consolidation	\$300/test
77	Percent Organics	\$50/test
76	Liquid Limit	\$100/test

2017 LABORATORY BILLING SCHEDULE

SOILS TESTING (Continued)

78	Plastic Limit	\$50/test
80	Plastic Index	\$150/test
82	Unconfined Compressive Strength	\$65/test
183	Swell Test	\$55/point
176	Expansion Index	\$175/test
166	R-Value	\$300/test

DIRECT SHEAR

156	Consolidated Drained (CD)	\$145/point
157	Unconsolidated Undrained (UU)	\$115/point
158	Consolidated Undrained (CU)	\$130/point
162	Additional Cycles	\$65/each

TRIAxIAL COMPRESSION

321	TXUU (Unconsolidated Undrained)	\$115/point
322	TXCU (Consolidated Undrained)	\$385/point
323	TXCD (Consolidated Drained)	\$500/point
325	TXCU -3 stage	\$810/point
326	TXCD-3 stage	\$860/point

MASONRY TESTING

150	Masonry Block Compressive Strength	\$65/unit
151	Masonry Block Absorption & Moisture	\$50/unit
152	Masonry Block Linear Shrinkage	\$85/unit
153	Masonry Block Prism Compressive Strength	\$125/unit
181	Masonry Block Freeze-Thaw	\$250/test
221	Masonry Core Shear Testing	\$50/unit
226	Grout Compressive Strength	\$40/each

STRUCTURAL STEEL/WELDING SERVICES

174	Torque Wrench for Bolts (0-250 ft-lbs)	\$25/day*
174A	Torque Wrench for Bolts (250-1,000 ft-lbs)	\$50/day
175	Skidmore-Wilhelm Bolt Tension Calibrator	\$50/day
44	Ultrasonic Weld Flaw Detection	\$20/hour
210	Magnetic Particle Testing	\$15/hour*
211	Ultrasonic Thickness Testing of Materials	\$100/day*

OTHER SERVICES

133	Fireproofing Density	\$50/test
142	Tension Testing (load cell/hydraulic ram)	\$80/day*
172	Core Drilling Machine	\$75/day*
173	Diamond Bit Core Barrel	\$3/inch
109	Rebar Locating Device	\$40/day*

NOTES


- Soils described by Unified Soil Classification System (USCS; ASTM D-2487) unless otherwise noted.
 - Not all tests listed.
- * Plus certified field technician (\$75-\$100/hr) and \$0.80/mile door to door.
- ** If concrete or core is sampled and delivered to lab by an outside contractor add \$5/unit for specimen processing and curing per ASTM C-31.



Exhibit 10-02 Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County 2. Contract DBE Goal: 11%
 3. Project Description: Construction Management services for earthquake damage repairs to Mattole Road at PM 43.17
 4. Project Location: PM 43.17 Mattole Road near Ferndale, CA
 5. Consultant's Name: SHN Engineering 6. Prime Certified DBE: 7. Total Contract Award Amount: \$45,000
 8. Total Dollar Amount for ALL Subconsultants: \$4,911 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Office Engineer, submittal/project documents review, SWPP compliance	38747	Apex Civil Engineering (916)717-2812 PO Box 1196 Orangevale, CA 95662	4,911
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$4,911
21. Federal-Aid Project Number: _____			11%
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		 5/4/2017	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	Cody Long	(707)441-8855
27. Local Agency Representative's Title		17. Preparer's Name	18. Phone
		Project Engineer	
		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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ATTACHMENT B – COST PROPOSAL



Reference: 017000.043

May 16, 2017

Tony Seghetti
Deputy Director Engineering Division
County of Humboldt
4406 2nd Street
Eureka, CA 95501

Subject: Fee Relating to Construction Management Services for the County of Humboldt’s Earthquake Damage Repairs to Mattole Road

Dear Mr. Seghetti:

Thank you for considering SHN and Apex for providing construction management, Resident Engineering, office engineering, construction inspection, and construction staking services for the construction of the County’s earthquake damage repairs to Mattole Road.

Below is a summary of the staff members that are anticipated to be working on the project, and their associated hourly rates. You will find the Project Fee Estimate attached.

Resident Engineer: Gregory Hufford (SHN)
Hourly Rate: 125 \$/hr

Surveyor: Ken Fisher (SHN)
Hourly Rate: 130 \$/hr

Office Engineer: Patricia Preston (Apex)
Hourly Rate: 182 \$/hr

Land Surveyor In Training: Eric Ward (SHN)
Hourly Rate:
Office/Travel: 80 \$/hr
Prevailing Wage: 135 \$/hr

Assistant Resident Engineer/Daily Inspector: Cody Long (SHN)
Hourly Rate:
Office/Travel: 100\$/hr
Prevailing Wage: 125\$/hr

Staff Engineer: Pieter Gustavson
Hourly Rate:
Travel: 85 \$/hr
Prevailing Wage: 125 \$/hr

The following costs are associated with each task as addressed in the scope and schedule.

Preconstruction Coordination:	\$ 3,377
Preconstruction Meeting	\$ 814
Project documents and Initial Submittal Review	\$2,563
Construction Management:	\$18,963
Daily Inspections	\$13,451
Submittals, meetings, change orders, claims	\$ 5,512
Construction Staking	\$14,010
Project Closeout	\$ 2,150
Project Management	\$ 3,000
Project Specific Insurance Requirements*	\$ 3,500
TOTAL:	\$45,000

*Based on a total project fee of \$45,000.

Tony Seghetti

**Fee Relating to Construction Management Services for the County of Humboldt's Earthquake
Damage Repairs to Mattole Road**

May 16, 2017

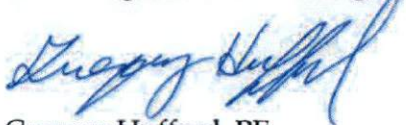
Page 2

Please understand that because the actual scope of work for this project may differ from what we have assumed, this is not to be considered a "lump sum proposal," but rather an estimate of anticipated costs.

Please call me at 707-441-8855 if you have any questions.

Respectfully,

SHN Engineers & Geologists



Gregory Hufford, PE
Civil Engineer

GNH/CJL:lms

Attachment: Fee Estimate

Project: Title

Fee Estimate

Job No.: 017000.043
 Promo No.: 017000.043
 Set-Up Date: May 4, 2017
 Modified Date:
 Mark Up: 7% On Outside Services

Project Start Date: June 13, 2017
 Project Duration (Wks): 8
 Project Completion Date: August 8, 2017
 Custom Phases/Tasks (Y or N): N
 Contingency: 0%

Fee Estimate: \$45,000
 Call: \$45,000

Client: County of Humboldt

Billing Group	Phase	Task Leader/ Tasks	Description	Staff:	CJL	MKF	GNH	n/a	CJL	KAF	EWV	EWV	PEG	PEG	n/a	n/a	CLR	Reimbursables	Outside Services	Outside Services	Totals	Billing Group or Phase Start Week (#)	Billing Group or Phase Duration (Wks)
				Rate:	\$100	\$155	\$125	\$182	\$125	\$130	\$80	\$135	\$125	\$85	\$0	\$0	\$70						

Preconstruction																							
1.1	Preconstruction meeting	2		2	2																		
1.2	Review Project Docs	4			4																		
1.3	Review Schedule Submittal	2		1	2																		
1.4	Review Traffic Control Plan	2			1																		
1.5	Review Water pollution Control Program				2																		
1.6																							
1.7																							
1.8																							
1.9																							
1.10																							
Sub-Total (Hrs)				10	0	3	11	0	0	0	0	0	0	0	0	0	0				\$3,377	Subtotal	
Sub-Total (\$)				1,000	0	375	2,002	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$3,377	Call

Construction Management																							
2.1	Daily Inspection/Coordination	35			72																		
2.2	Review Contractor Submittals				10																		
2.3	Weekly meeting			16																			
2.4	Change Orders	6			6																		
2.5	Final Inspection/Project Closeout	6		2	2																		
2.6	Punch List	4																					
2.7	Punch List Follow up	4			2																		
2.8	Mileage																				\$951		
2.9																							
2.10	Additional Insurance Cost																				\$3,500		
Sub-Total (Hrs)				55	0	18	16	76	0	0	0	0	0	0	0	0	0				\$24,613	Subtotal	
Sub-Total (\$)				5,500	0	2,250	2,912	9,500	0	0	0	0	0	0	0	0	0	0	4,451	0	0	\$24,613	Call

Construction Staking																							
3.1	Project Management							8															
3.2	Drive time to/from site (1 hr RT)								6					4									
3.3	Control check/ set new control							2		6	6												
3.4	Flag clearing limits							2		8	8												
3.5	Slope Staking							2		16	16												
3.6	Rough Grading							2		8													
3.7	Finish Grading							2		8													
3.8	Cut sheet pre-not included																						
3.9	Mileage, survey supplies																				\$290		
3.10	Instrument Fee (100\$/day)																				\$600		
Sub-Total (Hrs)				0	0	0	0	0	18	6	46	30	4	0	0	0					\$14,010	Subtotal	
Sub-Total (\$)				0	0	0	0	0	2,340	480	6,210	3,750	340	0	0	0	0	890	0	0	0	\$14,010	Call

Project: Title

Fee Estimate

Job No.: 017000.043
 Promo No.: 017000.043
 Set-Up Date: May 4, 2017
 Modified Date:
 Mark Up: 7% On Outside Services

Project Start Date: June 13, 2017
 Project Duration (Wks): 8
 Project Completion Date: August 8, 2017
 Custom Phases/Tasks (Y or N): N
 Contingency: 0%

Fee Estimate: \$45,000
 Call: \$45,000

Client: County of Humboldt

Billing Group	Phase	Task Leader/ Tasks	Description	Staff Rate	CJL	MKF	GNH	n/a	CJL	KAF	EWW	EWW	PEG	PEG	n/a	n/a	CLR	Reimbursables	Outside Services	Outside Services	Totals	Billing Group or Phase Start Week (#)	Billing Group or Phase Duration (Wks)
			Project Management																				
			4.1 Project Management		10																		
			4.2 Caltrans LAPM Forms		20																		
			4.3																				
			4.4																				
			4.5																				
			4.6																				
			4.7																				
			4.8																				
			4.9																				
			4.10																				

Sub-Total (Hrs)	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$3,000	Subtotal
Sub-Total (\$)	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$3,000	Call

Total (Hrs) by Staff	95	0	21	27	76	18	6	46	30	4	0	0	0	0	0	0	0	0	0	0	5,341	0	0		Calc'd	Called
Total (\$) by Staff	9,500	0	2,625	4,914	9,500	2,340	480	6,210	3,750	340	0	0	0	0	0	0	0	0	0	0	5,341	0	0	45,000	\$	45,000

Contingency: 0%	\$	-
Calculated Total:	\$	45,000
Call:	\$	45,000

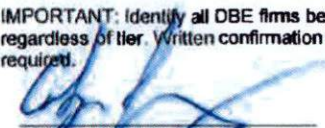
Deliverables

Bill Group	Phase	Task	Description	Due End of Week #	Task Leader

**ATTACHMENT C – CONSULTANT PROPOSAL DBE COMMITMENT
(EXHIBIT 10-01, EXHIBIT10-02)**

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County 2. Contract DBE Goal: 11%
 3. Project Description: Construction Management services for earthquake damage repairs to Mattole Road at PM 43.17
 4. Project Location: PM 43.17 Mattole Road near Ferndale, CA
 5. Consultant's Name: SHN Engineering 6. Prime Certified DBE: 7. Total Contract Award Amount: \$45,000
 8. Total Dollar Amount for ALL Subconsultants: \$4,911 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Office Engineer, submittal/project documents review, SWPP compliance	38747	Apex Civil Engineering (916)717-2812 PO Box 1196 Orangevale, CA 95662	4,911
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$4,911
21. Federal-Aid Project Number: _____			11 %
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p> <u>5/4/2017</u> 15. Preparer's Signature 16. Date</p> <p><u>Cody Long</u> <u>(707)441-8855</u> 17. Preparer's Name 18. Phone</p> <p><u>Project Engineer</u> 19. Preparer's Title</p>	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____	24. Date _____		
25. Local Agency Representative's Name _____	26. Phone _____		
27. Local Agency Representative's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2016

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

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

PRODUCER Van Oppen & Co. 2, Inc. PO Box 793 Teton Village WY 83025	CONTACT NAME: Brenda Todd PHONE (A/C, No. Ext): 800-746-0048 E-MAIL: service@vanoppenco2.com ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SHNCO-1 SHN Consulting Engineers & Geologists, Inc. 812 W. Wabash Eureka CA 95501	INSURER A : Beazley - Lloyds 2623/623	
	INSURER B : Endurance Risk Solutions 43630	
	INSURER C : Travelers Property Casualty Co 25674	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC #

COVERAGES CERTIFICATE NUMBER: 475070592 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	ADJL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL (Pollution)	Y	Y	W15ED9160301	7/1/2016	7/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	810-9F03256A	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			EXC10004074203	7/1/2016	7/1/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 XS of GL/AL/EL \$
C	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/A	UB-9F067903	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Professional Liability "Claims Made" Subject to GL Aggregate			W15ED9160301	7/1/2016	7/1/2017	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER Humboldt County Public Works Thomas Mattson, Director 1106 2nd Street 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
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