


AGENDA ITEM NO.
C16

COUNTY OF HUMBOLDT

For the meeting of: February 13, 2018

Date: January 3, 2018

To: Board of Supervisors

From:  Thomas K. Matson, Public Works Director

Subject: Third Amendment to the Agreement for Consultant Services with Mark Thomas & Company, Inc. Regarding the Provision of Design Engineering and Project Development Services for the Replacement of the Williams Creek Bridge on Grizzly Bluff Road

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached third amendment to the agreement for consultant services with Mark Thomas & Company, Inc., dated March 25, 2014, regarding the provision of design engineering and project development services for the replacement of the Williams Creek Bridge on Grizzly Bluff Road; and
2. Direct the Clerk of the Board to return two (2) fully executed original copies of the attached third amendment to the Department of Public Works for further processing.


SOURCE OF FUNDING:

Road Fund, Federal Highways Administration Highway Bridge Program

DISCUSSION:

On March 25, 2014, your Board approved the agreement for consultant services with Mark Thomas & Company, Inc. (Attachment 1) regarding the provision of design engineering and project development services pertaining to the replacement of the Williams Creek Bridge on Grizzly Bluff Road ("consultant

Prepared by Jeffrey A. Ball

CAO Approval 

REVIEW:

Auditor  County Counsel Sm Human Resources  Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. D-30

Meeting of: July 19, 2016

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Bass, Fennell, Sundberg, Bohn, Wilson
Nays _____
Abstain _____
Absent _____

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

Dated: 2/13/18

By: 
Kathy Hayes, Clerk of the Board

services agreement”). On January 12, 2016, the parties agreed to amend the consultant services agreement in order to extend the term thereof to February 23, 2018, and expand the scope of services set forth therein to include construction support services (Attachment 2). The first amendment to the consultant services agreement also increased the maximum amount payable thereunder by \$62,000 for a total contract amount of \$335,000.

On July 19, 2016, the Board approved the second amendment to the consultant services agreement (Attachment 3) which adjusted the standard billing rate schedule and further expanded the scope of services set forth therein and increased the maximum amount payable thereunder. The additional services included changes to the Hydrology and Hydraulics Analysis Report, an addendum to the Foundation Report, resubmittal of project plans, revalidation and revision to the environmental documents and permits and additional support necessary to complete the right of way phase of the project. The second amendment increased the maximum amount payable under the consultant services agreement to a total contract amount of \$413,907.

On November 30, 2017, the Department of Public Works received approval from the Federal Highway Bridge Program to proceed with construction of the project and has scheduled the advertisement of the Williams Creek Bridge Replacement Project for January 9, 2018. The attached third amendment to the consultant services agreement (Attachment 4) will extend the term of the consultant services agreement to February 18, 2020, which will enable Mark Thomas & Company, Inc. to provide construction support services during the construction phase of the project.

Accordingly, the Department of Public Works recommends that the Board of Supervisors approve, and authorize the Chair of the Board to execute, the attached third amendment to the consultant services agreement.

FINANCIAL IMPACT:

The Williams Creek Bridge Replacement Project is being funded through the Federal Highways Bridge Program and the Humboldt County Road Fund. Approval of the attached third amendment to the consultant services agreement does not increase the maximum amount payable to Mark Thomas & Company, Inc. and preserves the existing funding of the bridge replacement project. As a result, approval of the attached third amendment will not impact the Humboldt County General Fund.

The recommended action conforms to the Board of Supervisors’ Core Role of providing for and maintaining infrastructure as identified in the Board’s Strategic Framework.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation and the Federal Highways Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not authorize the attached third amendment to the consultant services agreement. However, this alternative is not recommended because the provision of construction support services is necessary to complete the construction phase of the project.

ATTACHMENTS:

Attachment 1: Agreement for Consultant Services with Mark Thomas & Company, Inc., dated March 25, 2014, regarding design engineering and project development services for the replacement of the Williams Creek Bridge on Grizzly Bluff Road

- Attachment 2: First Amendment to the Consultant Services Agreement with Mark Thomas & Company, Inc. dated January 12, 2016
- Attachment 3: Second Amendment to the Consultant Services Agreement with Mark Thomas & Company, Inc. dated July 19, 2016
- Attachment 4: Third Amendment to the Consultant Services Agreement with Mark Thomas & Company, Inc.
- Attachment 5: Certificate of Liability Insurance for Mark Thomas & Company, Inc.

ATTACHMENT 1

Agreement for Consultant Services with Mark Thomas & Company, Inc., dated March 25, 2014, regarding design engineering and project development services for the replacement of the Williams Creek Bridge on Grizzly Bluff Road

AGREEMENT FOR CONSULTANT SERVICES

HUMBOLDT COUNTY, CALIFORNIA
AND
MARK THOMAS & COMPANY
FOR
BRIDGE DESIGN SERVICES TO REPLACE
WILLIAM CREEK BRIDGE (4C-209) ON GRIZZLY BLUFF ROAD
Project No. 594209

THIS AGREEMENT is entered into this 25th day of March, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and Mark Thomas & Company (a corporation), hereinafter called CONSULTANT.

RECITALS

COUNTY desires professional assistance to perform bridge design services which work is hereinafter referred to as the Work or Project and further described in Attachment "A" and COUNTY desires to have services performed in accordance with COUNTY'S needs.

The doing of 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.

CONSULTANT is a Professional and CONSULTANT represents that it is well qualified to perform said work.

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

WHEREAS, CONSULTANT is willing and able to perform the duties and render the services as more specifically outlined elsewhere in this Agreement; and

WHEREAS, COUNTY wishes to retain CONSULTANT to perform such services.

1. TERM OF AGREEMENT

- A. The term of this Agreement shall be for 700 days beginning as of the Effective Date and ending 700 calendar days later.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which

funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

2. OBLIGATIONS OF COUNTY

COUNTY agrees to do the following:

- A. Provide background data as needed for work, including work files as applicable to this project
- B. Provide the right of entry for CONSULTANT and subcontractor personnel.
- C. Designate a representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- D. Give thorough consideration to all sketches, proposals, and other documents submitted by CONSULTANT, and to inform the CONSULTANT in writing of decisions about such matters within a reasonable time so as not to interrupt or delay the work of the CONSULTANT.
- E. Review of draft report within 2 weeks of receipt.

3. OBLIGATIONS OF CONSULTANT

- A. Scope of Work. ("Work") The CONSULTANT shall provide engineering design services for the replacement of the Williams Creek Bridge (04C-209) on Grizzly Bluff Road as described below, including any other services or work identified in this Agreement and as part of the Scope of Work described in Attachment "A", attached hereto and incorporated by reference.
- B. Schedule: Execution of this AGREEMENT shall constitute CONSULTANT's authorization to proceed with the consulting services outlined in Section 3. A, above. This AGREEMENT shall commence upon approval by the Board of Supervisors ("Effective Date") and shall terminate 700 calendar days from COUNTY'S date of signature, in accordance with the Project Schedule set forth in Attachment "B", attached hereto and incorporated by reference.
- C. Exclusions. The items below, if any, are not considered within the Scope of Basic Services, however can be provided by CONSULTANT as an Additional Service:
 1. Additional Services: Additional Services require specific written request from CONSULTANT with associated proposed cost, followed by written authorization from COUNTY prior to commencement of any work not defined as part of Basic Services. Additional Services shall be compensated on the basis of Section 4. F, below.

4. COMPENSATION TO CONSULTANT

- A. The COUNTY agrees to pay the CONSULTANT, for performance of the Services contemplated under the terms of this agreement on a time and materials basis a fee not to exceed \$273,000 (Two Hundred Seventy Three

- Thousand dollars). A detailed description of this fee is contained in Attachment "C", attached hereto and incorporated by reference.
- B. CONSULTANT shall not be entitled to any additional payments in excess of \$273,000 (Two Hundred Seventy Three Thousand dollars) except by express prior, written authorization of the COUNTY. CONSULTANT shall be responsible for all of its expenses incurred in performing services under this agreement.
 - C. Progress Billings/Payments. During the performance of the Work, CONSULTANT will prepare and submit progress billings to COUNTY monthly. Payment shall be based upon the percentage completion of each phase of the Work with balances due and payable within thirty (30) days.
 - D. Expenses. CONSULTANT Expenses are included in the compensation for Services, and include actual out of pocket expenditures made by the CONSULTANT and their consultants on behalf of the COUNTY in the interest of the Project. No additional compensation shall be due for CONSULTANT expenses.
 - E. Progress Billings/Payments. During the performance of the Work, CONSULTANT will prepare and submit progress billings to COUNTY monthly. Payment shall be based upon the percentage completion of each phase of the Work with balances due and payable within thirty (30) days.
 - F. For any additional services authorized by the COUNTY, the CONSULTANT shall be compensated according to the Standard Billing Rate Schedule in Attachment "D", attached hereto and incorporated by reference. The budget for any authorized work shall be established prior to the start of said work. Budget shall not be exceeded without written authorization from the COUNTY. Additional work will require an amendment to this AGREEMENT, a separate "Notice To Proceed" and the CONSULTANT is not authorized to proceed with any services until written authorization is received from the COUNTY.

5. INSURANCE AND INDEMNIFICATION

- A. Consultant's Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to County satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to County and with an insurance carrier satisfactory to County, authorized to do business in California and rated by A. M. Best & Company "A" or better, financial category size Seven (7) or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from 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. 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 \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant.

2. Business Automobile Liability Insurance. Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$10,000 payable by Consultant.
3. Workers' Compensation Insurance. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Professional Liability Insurance. Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
5. Environmental Impairment Insurance. If applicable, Environmental Impairment Liability Insurance appropriate for the hazardous materials/waste activity contemplated in this Agreement, with limits not less than \$1,000,000 per claim; and \$2,000,000 annual aggregate. The retroactive date (if any) is to be no later than the effective date of this Agreement.
6. Insurance Notices:
County of Humboldt AND Humboldt County Department of Public Works
Attn: Risk Management 1106 Second Street
825 5th Street, Room 131 Eureka, California, 95501
Eureka, CA 95501

B. Insurance policies shall contain an endorsement containing the following terms:

1. Status of County as Additional Insured. On Consultant's Commercial General Liability policy and Automobile Liability Policy, County, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and Landlord, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is primary insurance as regards 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 "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 policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County thirty (30) days in advance of the effective date thereof.
4. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
5. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.
6. Nothing herein contained 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.
7. If Consultant fails to maintain any required insurance, County may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

C. Indemnification

1. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
2. Defense and Indemnification for Non-Design Professional Services. 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, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the 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, defend and hold harmless COUNTY under this Agreement.

6. COUNTY REPRESENTATIVE

- A. The Director of Public Works shall represent COUNTY in all matters pertaining to the services to be rendered under this AGREEMENT. All requirements of COUNTY pertaining to services to be rendered shall be given through the office of COUNTY'S representative. In all matters CONSULTANT shall cooperate with COUNTY'S representative in such manner as will result in the performance of the work without undue delay.
- B. COUNTY'S representative shall have overall charge and responsibility of COUNTY'S activities and obligations with respect to said Project.

7. PROFESSIONAL SERVICES

- A. COUNTY relies upon the professional ability of CONSULTANT as a material inducement to enter into this AGREEMENT. CONSULTANT agrees to use all reasonable care and diligence to perform his services under this AGREEMENT, it being understood that the acceptance of CONSULTANT'S work by COUNTY shall not operate as a waiver or release of CONSULTANT.

8. COUNTY'S RIGHT TO TERMINATE AGREEMENT

- A. If the CONSULTANT fails to perform or provide prompt, efficient and thorough service, and fails to correct such failure upon reasonable notice, the COUNTY shall have the right to cancel or terminate the Agreement immediately, upon notice, and take possession of all studies, drawings, computations, and specifications, insofar as they are complete and acceptable to COUNTY. COUNTY shall pay to CONSULTANT an equitable portion of the total remuneration of the Agreement for the portion of the work acceptable to the COUNTY at the time the Agreement is terminated, less the amount of any reasonable damages sustained by the COUNTY due to the breach of this Agreement by the CONSULTANT.
- B. COUNTY may, at any time and for any reason, upon 30 days written notice, terminate this Agreement and pay only for those services rendered as of the date when termination is effective.
- C. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Notice shall be deemed received two days after the mailing of said notice.

CONSULTANT:
 Mark Thomas & Co.
 7300 Folsom Blvd., Suite 203
 Sacramento, CA 95826

COUNTY:
 Humboldt County Public Works
 1106 Second Street
 Eureka CA 95501

9. COUNTY'S RIGHT OF ABANDONMENT OF PROJECT AND CANCELLATION OF AGREEMENT

At any time the COUNTY may suspend indefinitely or abandon the Project, or any part thereof, and may require the CONSULTANT to suspend the performance of their services. There shall be due and payable to CONSULTANT, in accordance with the provisions of Section 4 above, a sum of money equal to that earned by the CONSULTANT to the date of Project suspension or abandonment plus any costs to close out the Project in an orderly manner.

10. COUNTY'S LICENSE TO USE DOCUMENTS

The parties recognize that under Civil Code Section 980, CONSULTANT is the exclusive owner of the design and other documents created by CONSULTANT pursuant to this agreement, and the CONSULTANT may control the distribution and use of said documents. CONSULTANT agrees that the COUNTY, upon termination or cancellation of this agreement for any reason whatsoever, shall acquire a license to copy, reproduce, and use for its own purposes, said documents. More specifically, CONSULTANT agrees that COUNTY may use said documents for completion of the Project even though CONSULTANT'S services may have been terminated. CONSULTANT shall be entitled to no additional compensation for use by the COUNTY of these documents.

11. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Agreement, CONSULTANT is an independent contractor and not an officer, employee or agent of COUNTY.

13. PROVISIONS REQUIRED BY LAW

Each and every provision of law, as far as required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party, the agreement shall be physically amended to make such insertion or correction.

14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS

The terms of this Agreement shall be binding upon and shall inure to the benefit of

the heirs, executors, administrators, successors and assigns of the parties. In the case of the death of one or more members of the firm of CONSULTANT, the surviving member, or members shall complete the CONSULTANT services covered by this Agreement.

15. ASSIGNMENT

Neither party shall assign or transfer its obligation under this Agreement without the prior written consent of the other.

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

17. COMPLIANCE WITH LAWS

- A. CONSULTANT agrees to use professional standards of care 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 use professional standards of care to comply with applicable federal, state and local licensing standards, any applicable accrediting standards, and any other standards or criteria established locally or by the state or federal governments.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of California.

18. ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by CONSULTANT that COUNTY and COUNTY'S agents have made no representations or promises with respect to this agreement or the making or entry into this agreement, except as expressly set forth in this agreement, and that no claim or liability or cause for termination shall be asserted by CONSULTANT against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this agreement, any other written or oral agreement with COUNTY being expressly waived by CONSULTANT, it being understood that the COUNTY requires agreements to be in writing and adopted by the Humboldt County Board of Supervisors.

19. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE COUNTY

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

21. NO WAIVER OF DEFAULT

- A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the 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 of the CONSULTANT the repayment of any funds disbursed to the CONSULTANT under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand.

22. ATTORNEY FEES ON BREACH

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

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APPROVED AND EXECUTED:

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.*

County Of Humboldt

(SEAL)

ATTEST:
Clerk of the Board

By *Ann Hartwell*

By *Rex Bohn*
Chair, Board of Supervisors - Rex Bohn

Consultant: Mark Thomas & Company

By: *[Signature]*

Title: *Jimmy W. Sims, Vice President*
[Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: *02/24/2014*

By: *[Signature]*

Title: *Richard K. Tanaka, CFO*
[Print Name and Title of Signer: If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer]

Date: *02/20/2014*

APPROVED AS TO FORM:
County Counsel

By *[Signature]*
Deputy County Counsel

INSURANCE REQUIREMENTS:
Reviewed and Approved:

By *[Signature]*
Risk Manager

- Attachment "A" - Scope of Work
- Attachment "B" - Work Schedule
- Attachment "C" - Cost Breakdown
- Attachment "D" - Standard Billing Rate Schedule

ATTACHMENT A
SCOPE OF WORK

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

MTCO has prepared the following scope of work based upon the scope of services provided in the RFP.

PHASE I – PRELIMINARY ENGINEERING

1.0 PROJECT MANAGEMENT & COORDINATION

- 1.1 Project Meetings: MTCO will conduct a project kick-off meeting at the County office and subsequent PDT meetings (via conference calls) during critical milestones throughout the design of the project (a total of 12 meetings have been assumed, 2 on-site meetings and 10 conference calls).
- 1.2 Project Management: MTCO will perform general project management activities and coordination with the County's project manager. MTCO will develop and maintain a critical path method (CPM) design schedule.
- 1.3 Quality Assurance/Quality Control: MTCO will complete the Caltrans design checklist and perform an independent review of each submittal during the agency review. Po Chen has been assigned as Quality Control Manager for this project. As such, he will be responsible for internal and external quality control measures (i.e. verifying sound design practices internally and verifying that the subconsultants are using most recent information).

2.0 SURVEY AND BASE MAPPING

MTCO will review all current site surveys prepared by the County, including control surveys, topographic, and hydrographic surveys and coordinate any additional surveys necessary for the design and hydraulic studies with the Humboldt County Public Works Survey Department.

3.0 HYDROLOGY/HYDRAULIC STUDIES

- 3.1 Obtain and Review Project Documentation: Avila and Associates will obtain relevant project information including but not limited to the following:
 - a) Caltrans and the Humboldt County information on the existing bridge such as supplemental bridge maintenance reports.
 - b) Historic hydraulic reports for bridge analysis from Caltrans Structure Hydraulics (if available).

Avila and Associates will field review the proposed bridge reach with the consultant team and Humboldt County. Avila and Associates will review the maintenance reports for the existing bridge as well as adjacent bridges over Williams Creek (if available) to determine potential scour, drift and overtopping challenges associated with the bridge.

- 3.2 Hydrology: Peak discharges for the design event, 50- and 100-year flood event discharges will be estimated using two different methods as outlined in the Caltrans Local Assistance Program Manual. The existing FEMA discharge will be the first method used to estimate discharge at the bridge. A statistical analysis of an adjacent creek (Jacoby Creek likely) will be used as the second

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

method. Regional regression analysis will be used as a check since the FEMA analysis is almost 40-years old and likely needs updating.

- 3.3 Hydraulic Analysis: Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) model based on: 1) 4 channel cross sections by the consultant team to create the HEC-RAS model, 2) as-built data 3) and a reconnaissance level field investigation by Avila and Associates.

Avila and Associates will complete a survey request outlining the location and extent of cross section data necessary to create the HEC-RAS hydraulic model.

Calibration: Calibration data will be researched to determine if any highwater elevations were recorded for the flood of record. If calibration data can be found, it will be used to calibrate the HEC-RAS model by running the HEC-RAS model and adjusting the model parameters until the discharge associated with the highwater marks can be replicated with the model. Variable discharges will be input into HEC-RAS to determine the discharge that provides a water surface elevation of matching the calibration data. Calibration data was used to validate the hydraulic model for the bridge.

The Hydraulic Model – HEC-RAS Analysis: The river reach will be described. Manning's "n" values for the channel and overbank will be estimated from field investigation and engineering judgment. Two steps will be used to develop the HEC-RAS Models.

1. Create the existing HEC model

Create an existing conditions HEC-RAS model from the surveyed cross sections and/or the existing FEMA HEC model.

2. Bridge Model

The HEC-RAS model will be re-run for up to three proposed bridge scenarios. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50- and 100-year discharges estimated under Task 2 above. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats for the consultant team.

Revise the hydraulic model for the final proposed bridge configuration. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50- and 100-year discharges estimated under Task 1 above. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats for the consultant team.

Hydraulic Criteria: Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges (2). The basic rule for hydraulic design is that bridges should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard, exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Drift: Avila and Associates will research bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance challenges have occurred such as debris getting caught on the bridge piers. This helps to determine the necessary freeboard, span lengths and the type of bridge pier that will minimize debris capture and therefore future maintenance.

Assumptions: No more than three bridge alternatives will be examined. If a conditional letter of map revision (CLOMR) is required by the local agency due to a change in water surface elevation caused by the new bridge a separate task order would be required.

- 3.4 Scour and Erosion Analysis: Review maintenance records for the existing and adjacent bridges over Williams Creek to determine if the stream has degraded over time. Contraction, pressure flow and abutment scour will be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges (5)

Estimate preliminary bridge scour for up to three alternative pier configurations. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges (5). Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design (4).

- 3.5 Prepare Draft & Final Hydraulic Report: Prepare Draft technical hydrology, hydraulics and scour. A draft outline of the report includes:

- Table of Contents, List of Tables; List of Figures
- Executive Summary
- Bridge History
- Basin and Drainage
- HEC-RAS Hydraulic Analysis
- Scour Analysis
- Bank Protection Design Parameters
- References
- Appendices (including Location Hydraulic Study)

Prepare Final hydrology, hydraulics and scour report incorporating the comments from the Draft Report.

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

3.6 Location Hydraulic Study: Using the HEC-RAS output data, complete a Location Hydraulic Study (Floodplain Evaluation Report) in accordance with 23 CFR 650.113. This report is generally included in the Environmental Document for the bridge.

4.0 GEOTECHNICAL RECONNAISSANCE

4.1 Preliminary Foundation Memorandum: CAInc will prepare a Preliminary Foundation Memorandum for use in the Type Selection Report. The memorandum will be based on available subsurface data (including nearby bridges), as-built drawings, published geologic mapping and seismicity data, aerial photographs, preliminary project data and site review. No subsurface exploration will be completed for this task.

The Preliminary Foundation Memorandum will summarize anticipated earth materials and conditions based on reference data and site exposures; provide seismic input parameters consistent with current Caltrans practice; discuss roadway approaches and pavement options; and discuss foundation types, channel scour and liquefaction potential.

4.2 Coordination, Permits, and Mark for USA. CAInc will coordinate with the design team and the County to discuss the project needs and schedule, review published geologic mapping, and review preliminary project data. We will review the site for drill rig access, mark exploratory boring locations and notify Underground Service Alert (USA). We will obtain encroachment and boring permits required by the County. We assume that the County will waive the required encroachment permit fees. We will complete our explorations within the public right-of-way; therefore rights-of-entries are not expected to be needed.

4.3 Subsurface Exploration. CAInc will drill, log and sample two exploratory borings to depths of approximately 80-100 feet below channel bottom. The borings will be located on existing roadway shoulders behind the existing abutments. In addition to the bridge borings, shallow test borings (5 to 10 ft bgs) will be completed at the roadway approaches.

Our Engineer/Geologist will direct the sampling and log the borings. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to an independent laboratory for testing. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6 to 8-inch-diameter hollow and solid stem augers and mud-rotary techniques. Standard Penetration Testing (SPT) and California Modified sampling will be performed within the borings to obtain samples and blow count information. The borings will be backfilled according to the County permit requirements.

We expect the drilling can be completed within the shoulder without lane encroachment. CAInc will provide the appropriate signage and cones, as required. We assume the borings can be completed within County right-of-way and will obtain the necessary drilling permits prior to mobilizing. We will collect bulk and relatively undisturbed soil samples from the borings for laboratory testing, and backfill the borings with cement grout per County permit requirements.

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

Woodward Drilling, DBE, can be used for this project. We assume the County will assist, if needed, with temporary traffic control and/or marking the site for USA clearance.

- 4.4 Laboratory Testing. CAInc will perform the following laboratory tests on relatively undisturbed samples obtained from the exploratory borings: Moisture Content and Unit Weight for bearing capacity and lateral capacity; compression, and/or Direct Shear for bearing capacity and lateral capacity; Sieve Analysis for liquefaction analysis and scour information; Resistance Value for pavement design; and, Resistivity, pH; Sulfate Content and Chloride Content for soil corrosivity analysis.
- 4.5 *Evaluation and Engineering Analysis.* CAInc will perform laboratory tests on samples retrieved from the test borings. Laboratory testing will likely include moisture content, unit weight, direct shear or unconfined compressive strength, sieve analysis and plasticity index, soil corrosion, and R-values.
- 4.6 Bridge Foundation Report: For Bridge Design, CAInc will prepare a Foundation Report based on subsurface exploration and testing following type selection.

The Foundation Report will include a summary of the subsurface exploration, field and laboratory soils testing, the "Log of Test Borings" drawing (suitable for inclusion with plans) and discuss encountered earth materials and foundation conditions. The report will provide seismic design criteria, liquefaction evaluation, corrosion evaluation, foundation recommendations per current Caltrans LRFD and WSD procedures, approach earthwork and pavement section recommendations, and construction considerations.

5.0 PRELIMINARY ENGINEERING

- 5.1 Structure Type Selection: MTCO will prepare and submit a Type Selection Report to the County and Caltrans for review. The Type Selection Report will contain a General Plan, General Plan Estimate and Foundation Plan for three structure replacement alternatives. The report will also include a memorandum addressing constructability, geotechnical, hydraulic, utility, environmental and cost issues along with a recommendation for structure type.
- 5.2 Preliminary Roadway Plans: MTCO will prepare conceptual geometric plans and cost estimates for the proposed roadway alignment. The conceptual geometrics will include two iterations for the roadway and bridge replacement along the existing alignment based upon the constraints of the project site, including the temporary access road and bridge location. This will include roadway typical section, bridge width/length, approach roadway limits, and preliminary right of way impacts.

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

PHASE II – ENVIRONMENTAL DOCUMENT PREPARATION AND PERMITTING SUPPORT

- 6.0 ENVIRONMENTAL DOCUMENT PREPARATION AND PERMITTING SUPPORT
- 6.1 Environmental Meetings: MTCO will attend two meetings in Humboldt County to discuss the project environmental clearance and technical studies. The first meeting will be at the kick-off meeting with Caltrans and County staff. The second meeting will be with regulatory agencies and residents.
- 6.2 Supplemental Design: MTCO will provide engineering support as necessary to assist and augment the environmental analysis of alternatives. This includes working with the County to develop the APE map required for the Cultural Resources and Biological technical studies.
- 6.3 Alignment & Right-of-Way: MTCO will delineate additional right of way and/or easements required for the project. The County will be responsible for all necessary land surveys and securing the right-of-way and/or easements.

PHASE III – BRIDGE FINAL DESIGN

- 7.0 FINAL DESIGN AND ENGINEERING SERVICES
- 7.1 65% Roadway Plans: MTCO will prepare draft engineering plans for roadway approaches based upon the approved geometric approval drawings. The plans will include typical sections; layouts; profiles; construction details; and drainage, traffic control, and signing and striping plans. It is anticipated that the following plan sheets will be prepared.

Roadway Plans	# of Sheets
Title Sheet	1
Typical Sections	1
Project Control Diagram	1
Layout/Profile/Drainage (1" = 20')	3
Construction Details	3
Construction Area Signs	1
Stage Construction/Traffic Handling (1" = 40')	3
Signing/Striping	1
Slope Protection Plans	1
Total Estimated Roadway Plan Sheets	15

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

- 7.2 **Structure Design (65% Unchecked Plans):** MTCO will prepare structural calculations and bridge plans for the selected bridge replacement alternative. At the 65% submittal, MTCO will submit a complete, unchecked set of bridge plans to the County. The structure design will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 4th Edition with Caltrans Amendments dated November 2011, and Caltrans Seismic Design Criteria, Version 1.7. It is anticipated that the following plan sheets will be prepared.

Structure Plans	# of Sheets
General Plan	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	1
Abutment Details	1
Typical Section	1
Girder layout	1
PC P/S Voided Slab Details	1
Miscellaneous Details	1
Log of Test Borings	3
Total Estimated Structure Plan Sheets	12

- 7.3 **100% Roadway Plans:** The 100% submittal will represent a complete, biddable plan package where major design features will have been reviewed.
- 7.4 **Independent Structure Check (100% Plans):** Upon completion of the 65% submittal, MTCO will perform an independent design check of the bridge plans in conformance with Caltrans bridge design procedures. Calculations and computer runs will be performed to check the bridge layout and structural integrity.
- 7.5 **Final Plans:** Based upon comments received from the County on the 100% submittal, MTCO will make final corrections to the plans and will submit to the County a bid ready set.
- 7.6 **Special Provisions:** MTCO will develop project special provisions using 2010 Caltrans Standard Special Provisions. Special provisions will be submitted at the 100% and final submittals. The County's boilerplate contract language will be incorporated into the specifications.
- 7.7 **Estimate:** MTCO will prepare preliminary construction cost estimates and submit them with each plan submittal. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans database information, and Caltrans' latest Construction Cost Manual.

PHASE IV – BID PHASE ASSISTANCE

8.0 BID PHASE ASSISTANCE

MTCO will provide assistance to the County as required during bidding of the project. This may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. This scope does not include construction support services. It is assumed that construction support services will be covered under a subsequent contract or amendment.

PHASE V – ENVIRONMENTAL AND PERMITTING SUPPORT

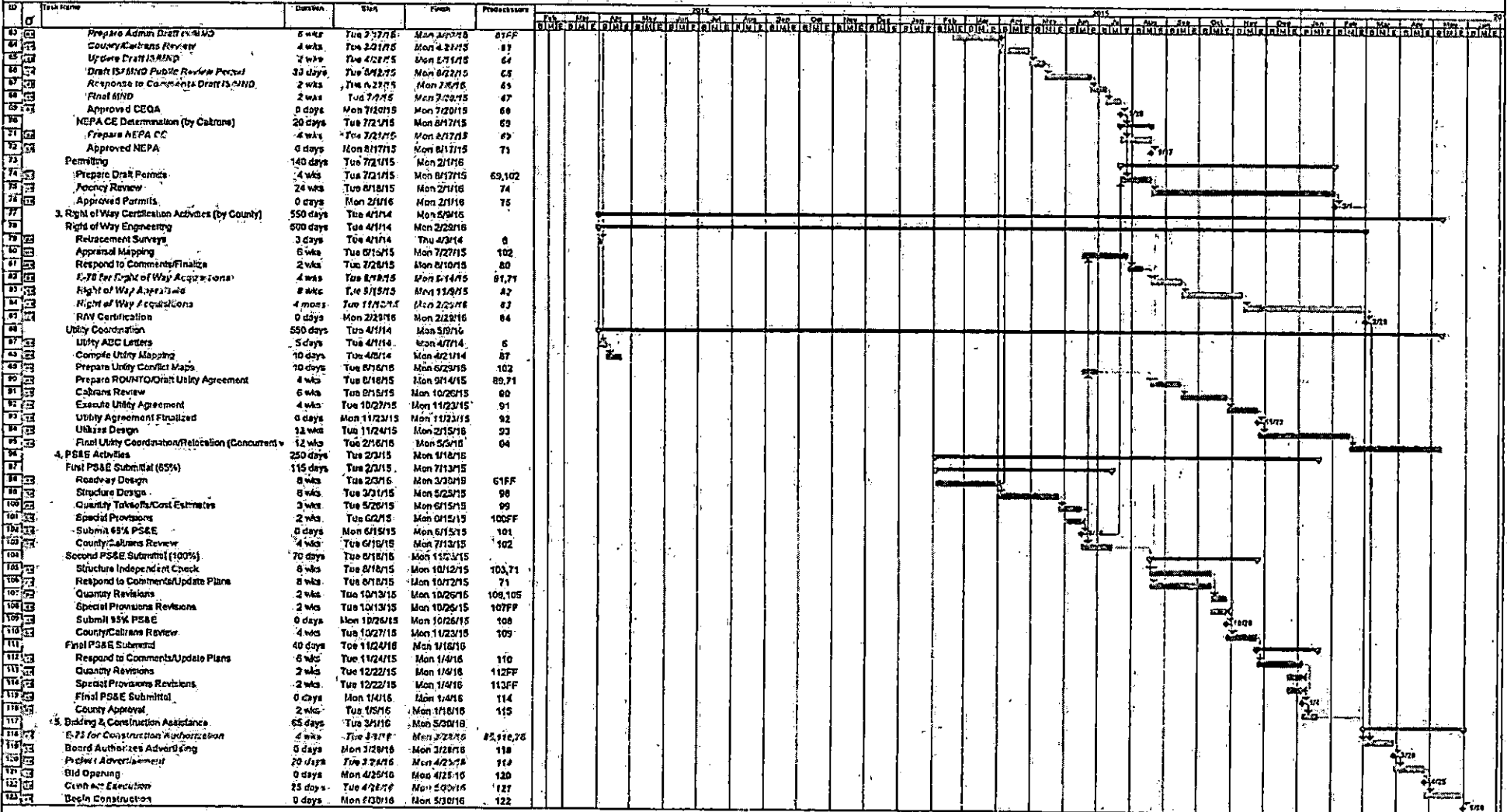
9.0 ENVIRONMENTAL AND PERMITTING SUPPORT

MTCO will review all environmental documents and permits to include applicable mitigation measures and regulatory agency requirements into the plans and specifications. MTCO will also provide CAD files for the bridge and roadway design to the County for the County's use in permit applications. MTCO will also provide technical language for the County to incorporate into the permit applications.

ATTACHMENT B

WORK SCHEDULE

County of Humboldt
Grizzly Bluff Road
Bridge Replacement



Task Summary Refresh Milestone Refresh Progress Refresh Summary Refresh Milestone Refresh Summary Refresh Milestone Refresh Summary Refresh Milestone Refresh Summary Refresh Milestone Refresh Summary

ATTACHMENT C
COST BREAKDOWN

GRIZZLY BLUFF ROAD BRIDGE COST PROPOSAL FOR PROJECT SCOPE

PROJECT TASK	MARK THOMAS & COMPANY INC. HOURS							MARK THOMAS & COMPANY INC. FEE							SUBCONSULTANT FEE			TOTAL FEE		
	Eng Manager I	Engineer III	Engineer IV	Engineer V	Eng Manager II	Engineer Tech III	MTCO HOURS	Eng Manager I	Engineer IX	Engineer VIII	Engineer	Engineer IV	Engineer III	Engineer Tech III	FEE SUBTOTAL	Arts & Associates	Claydon & Associates		OTHER'S SUBTOTAL	
								780.00	175.00	107.50	131.00	245.00	170.00	109.00	105.00					
1.0 Project Management & Coordination																				
1.1 Project Meetings		24		12			36		4,200		1,500									
1.2 Project Management	4	20					24	1,040	3,500											
1.3 P.C. DC	4	4			15		24	1,040	700		4,100									
Subtotal Task 1	8	48		12	15		84	2,080	8,400		1,500	4,100				1,964		1,664		
2.0 Survey and Pace Mapping																				
2.0 Survey and Pace Mapping		8	8	4			20		1,400	1,272	532									
Subtotal		8	8	4			20		1,400	1,272	532								3,204	
3.0 Hydrology, Hydraulic Studies																				
3.1 Gather Information		2		2			4		350		206									
3.2 Hydrology		2					2		350											
3.3 Hydraulic Analysis				4			4				532									
3.4 Scour and Loss Analysis		2	2	4			8		250	318	632									
3.5 Draft Hydrologic Report			4	4			8			630	532									
3.6 Location Hydraulic Study																				
Subtotal		8	8	14			28		1,050	954	1,664					2,021		2,021	24,207	
4.0 Geotechnical Reconnaissance																				
4.1 Preliminary Foundation Plans		2		2			4		350		260									
4.2 Construction Permits DC																				
4.3 Subsurface Exploration																				
4.4 Laboratory Tests																				
4.5 Engineering Evaluation and Analysis																				
4.6 Drill and Final Geotechnical Foundation Report		2	2	4			8		350	310	532									
Subtotal		4	2	6			12		700	310	706						37,625	37,625	29,441	
5.0 Preliminary Engineering																				
5.1 Structure Type Selection Report		2		24	4	40	40	110		350	3,102	1,040	4,800	4,200						
5.2 Preliminary Roadway Plans		2	40			40	40	122		350	8,360		4,800	4,200						
Subtotal		4	40	24	4	80	80	232		700	6,380	3,182	1,040	3,600	4,360	4,200			29,437	
6.0 Environmental Document Preparation and Permitting Support																				
6.1 Environmental Mitigation		16					16		2,800											
6.2 Supplemental Design		2	24				26		350	5,410										
6.3 Placement and Right of Way Support		8	16				24		1,400	2,544										
Subtotal		26	40				66		4,550	6,380									10,910	
7.0 Final Design and Engineering Services																				
7.1 40% Roadway Plans		8	48			80	100	238		1,400	7,632		6,600	10,800						
7.2 Structure Design (100% Detailed Plans)		2		48	4	100	100	254		770		6,384	1,040	12,000	10,500					
7.3 60% Roadway Plans		2	40			2	60	144		350	3,180		520	7,200	6,540					
7.4 Structure Independent Check (50% Plans)		2		20	2	80	40	144		350		2,660	520	9,600	4,200					
7.5 Final Plans		4	30			40	32	158		700	4,770	2,660	4,200	3,488	3,360					
7.6 Special Provisions		8	20			30	2	70		1,400	4,770	3,500	520							
7.7 Bid Items						2	00	122				520	7,200	4,440						
Subtotal		26	128	118	12	420	252	1,172		4,550	20,352	15,694	3,120	59,400	27,456	18,060			123,644	
8.0 Bid Phase Assistance																				
8.0 Bid Phase Assistance		4	20				44			700	1,180	2,860								
Subtotal		4	20				44			700	1,180	2,860							6,540	
9.0 Environmental and Permitting Support																				
9.0 Environmental and Permitting Support		8					8			1,400										
Subtotal		8					8			1,400									1,400	
REIMBURSABLES																				4,800
TOTAL PROJECT	C	134	244	188	32	1,500	292	2,112	1,620	2,080	23,450	16,796	26,334	8,320	60,800	31,620	22,260	217,868	273,078	

ATTACHMENT D
RATE SCHEDULE

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "O"

Expires August 31, 2014

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

Principal/Project Manager	\$290.00 per hour
Structural Manager	260.00 per hour
Engineering Manager IV	260.00 per hour
Engineering Manager III	225.00 per hour
Engineering Manager II	210.00 per hour
Engineering Manager I	185.00 per hour
Survey Manager	170.00 per hour
Engineer X	185.00 per hour
Engineer IX	175.00 per hour
Engineer VIII	165.00 per hour
Engineer VII	159.00 per hour
Engineer VI	146.00 per hour
Engineer V	133.00 per hour
Engineer IV	120.00 per hour
Engineer III	109.00 per hour
Engineer II	99.00 per hour
Engineer I	91.00 per hour
Engineer Technician/Inspector IV	115.00 per hour
Engineer Technician/Inspector III	105.00 per hour
Engineer Technician/Inspector II	95.00 per hour
Engineer Technician/Inspector I	80.00 per hour
Engineer/Survey Technician Assistant	60.00 per hour
Land Surveyor II	165.00 per hour
Land Surveyor I	136.00 per hour
Project Surveyor II	132.00 per hour
Project Surveyor I	121.00 per hour
Survey Technician	93.00 per hour
Construction Inspector	109.00 per hour
PR/Communications Manager	144.00 per hour
Technical Writer	98.00 per hour
Clerical/Typist II	77.00 per hour
Clerical/Typist I	62.00 per hour
Messenger	45.00 per hour

FIELD

Single Chief	\$108.00 per hour
Single Chainman	88.00 per hour
2 Person Field Party and Vehicle	226.00 per hour
3 Person Field Party and Vehicle	313.00 per hour

SPECIAL SERVICES

Expert Witness	\$375.00 per hour
Strategic Consulting (Principal)	\$375.00 per hour

OTHER DIRECT COSTS

Reimbursables including, but not limited to:
Printing and Materials, Filing Fees, and
Field Expenses

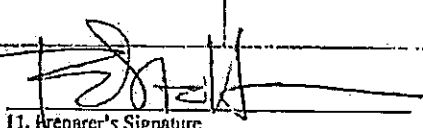
-Cost plus 5%

Outside Consultant Fees

-Cost plus 5%

ATTACHMENT E
STATE & FEDERAL FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

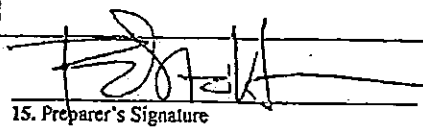
Consultant to Complete this Section			
1. Local Agency Name: <u>HUMBOLDT COUNTY PUBLIC WORKS, EUREKA, CALIFORNIA</u>			
2. Project Location: <u>GRIZZLY BLUFF ROAD (F2G100) AT POST MILE 0.2</u>			
3. Project Description: <u>DESIGN TO REPLACE EXISTING BRIDGE AND APPROACHES</u>			
4. Consultant Name: <u>Mark Thomas & Company, Inc.</u>			
5. Contract DBE Goal: <u>3.5%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydraulics	Avila & Associates Consulting Eng. 712 Bancroft Way, Suite 333 Walnut Creek, CA 94598 (925) 673-0549	32811	8.47%
Local Agency to Complete this Section		10. Total % Claimed	8.47% %
16. Local Agency Contract Number: <u>594209</u>		 11. Preparer's Signature	
17. Federal-aid Project Number: <u>BRLS 5904 (107)</u>			
18. Proposed Contract Execution Date: <u>NOVEMBER 1, 2013</u>			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: <u>Chris Whitworth</u> 19. Local Agency Representative Name (Print)		Robert A. Himes 12. Preparer's Name (Print)	
20. Local Agency Representative Signature		Vice President 13. Preparer's Title	
21. Date		11-1-13 (916) 381-9100	
<u>Deputy Director, Dept. of Public Works</u> 22. Local Agency Representative Title		14. Date 15. (Area Code) Tel. No.	
<u>(707) 445-7377</u> 23. (Area Code) Tel. No.			

Distribution: (1) Original - Consultant submits to local agency with proposal
(2) Copy - Local Agency files

L:\Chris\TRANSAPS\Bridge Programming\Williams Crk on Grizzly Bluff\Exhibit 10-01.docx

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>HUMBOLDT COUNTY PUBLIC WORKS, EUREKA, CALIFORNIA</u>			
2. Project Location: <u>GRIZZLY BLUFF ROAD (F2G100) AT POST MILE 0.2</u>			
3. Project Description: <u>DESIGN TO REPLACE EXISTING BRIDGE AND APPROACHES</u>			
4. Total Contract Award Amount: \$ <u>N/A at this time</u>			
5. Consultant Name: <u>Mark Thomas & Company, Inc.</u>			
6. Contract DBE Goal: <u>3.5%</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>N/A at this time</u>			
8. Total Number of all Subconsultants: <u>3</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydraulics	Avila & Associates Consulting Eng. 712 Bancroft Way, Suite 333 Walnut Creek, CA 94598 (925) 673-0549	32811	8.47%
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>N/A at this time</u>
20. Local Agency Contract Number: <u>594209</u>		14. Total % Claimed	<u>8.47</u> %
21. Federal-aid Project Number: <u>BRLS 5904 (107)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
<u>Chris Whitworth</u>			
23. Local Agency Representative Name (Print)			
24. Local Agency Representative Signature	25. Date		
<u>Deputy Director, Dept. of Public Works</u>	<u>(707) 445-7377</u>		
26. Local Agency Representative Title	27. (Area Code) Tel. No.	15. Preparer's Signature	
		<u>Robert A. Himes</u>	
		16. Preparer's Name (Print)	
		<u>Vice President</u>	
		17. Preparer's Title	
		18. Date	19. (Area Code) Tel. No.
		<u>11-1-13</u>	<u>(916) 381-9100</u>
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

Distribution: (1) Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy - Include in award package sent to Caltrans DLAE

files\LA\Chris\TRANSAPS\Bridges Programming\Williams Crk on Grizzly Bluff\Exhibit 10-02.docx

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of Mark Thomas & Company, Inc., whose address is 7300 Folsom Boulevard, Suite 203, Sacramento, CA 95826, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

11-01-13
(Date)


(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

Mark Thomas & Company, Inc.

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

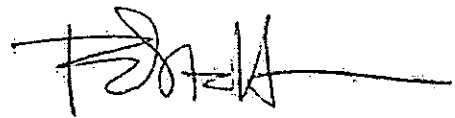


EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. BRLS 5904(107)

Bid Opening Date NOVEMBER 1, 2013

The HUMBOLDT COUNTY DEPT. OF PUBLIC WORKS established a Disadvantaged Business Enterprise (DBE) goal of 3.5% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
N/A	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
Avila & Associates Consulting Eng.	10-11-13	Email

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Hydraulics	No			

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

Names, addresses and phone numbers of firms selected for the work above:

Avila and Associates Consulting Engineering, Inc.
 712 Bancroft Way, Suite 333, Walnut Creek, CA 94598
 (925) 673-0549

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

N/A

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ATTACHMENT 2

First Amendment to the Consultant Services Agreement with Mark Thomas & Company,
Inc. dated January 12, 2016

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR BRIDGE DESIGN SERVICES TO REPLACE
WILLIAMS CREEK BRIDGE (4C-209) ON GRIZZLY BLUFF ROAD
Project Number: 594209**

This First Amendment to the Agreement for Professional Services entered into on March 25, 2014 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called "COUNTY," and Mark Thomas & Company, a corporation hereinafter called CONSULTANT is entered into this 12th day of January, 2016.

WHEREAS, on March 25, 2014, COUNTY and CONSULTANT entered into an Agreement for bridge design services to replace Williams Creek Bridge, and

WHEREAS, the parties desire to amend the Agreement to include construction support services and compensation for such services not to exceed \$62,000 accordingly; and

WHEREAS, additional time is required to provide professional services during contract advertisement and for construction support services for the proposed project; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the agreement accordingly;

NOW, THEREFORE, it is mutually agreed as follows:

1. *The SCOPE OF SERVICES and COST PROPOSAL, is amended to include additional scope and cost items contained herein as **ATTACHMENT A***
2. It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT including the total amount of salaries and expenses shall not exceed \$335,000, inclusive of all agreements to date and as amended in **ATTACHMENT "A" AMENDED SCOPE OF WORK**.
3. Section 1 (TERM OF AGREEMENT), Subsection A, is amended to show a completion date of February 23, 2018.
4. In all other respects the Agreement between the parties entered into on March 25, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement dated March 25, 2014, on the date indicated above.

APPROVED AND EXECUTED:

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.

County Of Humboldt

By: 
 Chair, Board of Supervisors

DATE OF EXECUTION ("Effective Date"): 1-12-16

Consultant: Mark Thomas and Company

By: 

Title: PRESIDENT - Rob Himes
 [Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: 12/10/15

By: 

Title: Matt Brogan - Secretary
 [Print Name and Title of Signer: If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer]

Date: 12/10/15

APPROVED AS TO FORM:
 (STANDARD PRE-APPROVED FORM)
 County Counsel

INSURANCE REQUIREMENTS:
 (PRE-APPROVED FORM)
 Risk Manager

ATTACHMENT "A"
AMENDED SCOPE OF WORK

MTCO has prepared the following additional scope of work for construction support services:

PHASE IV – BID PHASE ASSISTANCE

8.1 CONSTRUCTION SUPPORT SERVICES

MTCO will provide professional services for design support during construction. During the construction phase, the MTCO team will work with the County to respond to Request for Information (RFIs) and review shop drawings. Since the scope of construction support is difficult to determine and will vary depending on contractor, MTCO has provided a "budget" amount to be used on a time and materials basis. MTCO will serve as the primary point of contact for RFI's requiring responses from the design team. The design team includes Crawford Associates, Inc. (Geotechnical). The design team will provide limited observation of pile installation and be available to review pile driving logs and provide guidance to the County. MTCO will provide clarification and interpretation of the plans and specifications as needed. MTCO will distribute and facilitate review of shop drawings and product submittals among the design team. MTCO will provide plan revisions as required to provide direction to the contractor.

8.2 As-Built Drawings

Upon completion of the work the RE will provide MTCO with all As-Built changes. MTCO will use the corrections to make a set of Record drawings for the County.

8.3 Construction Staking

MTCO will provide cut-sheets for construction staking based on the plan set for Williams Creek Bridge. Cut-sheets will conform to the Caltrans Survey Manual for construction staking.

- Clearing Limits will be referenced for 1,500 LF +/- at 100 foot intervals along tangents and 50 foot intervals along curves, including all angle points.
- Slope Stakes will be referenced for 1,300 LF +/- at 50 foot intervals along tangents and 25 foot intervals along curves, including all EC's, BC's, and grade breaks with offsets to TOE (CP) of slope.
- 20' wide Temporary Road for traffic detour at 50 foot intervals along tangents and 25 foot intervals along curves.
- Finish Grade Stakes will be referenced for 1,300 LF +/- at 50 foot intervals along tangents and 25 foot intervals along curves, including all EC's, BC's, CR's, Angle points, Driveways and grade breaks for curb, gutter and sidewalk, or edge of pavement.
- 2 Abutments referenced horizontally at CL of each abutment.
- Abutment Fill Slope Stakes with horizontal and vertical reference.
- 4 Wing Walls referenced horizontally at CL of each Wing Wall.
- 2 New Electric Poles, 1 relocated Joint Pole, 3 Temporary Poles

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Attachment A -Scope of Services*

Exclusions:

- Cut/Fill to Abutment Structures & Wing Walls.
- Staking Erosion Control.
- Staking Temporary Railing (Type K).
- Staking Temporary crash cushions, barricades and striping.
- Staking Electrical equipment, Vaults, Conduit, Signals, Controller Cabinets, Pull Boxes, Minor Signaling and appurtenance's.
- Staking Construction Area signs.
- As Built Surveys to verify quantities.
- Staking for Signs and Metal Beam Guardrail.
- Traffic control for staking - it is assumed area of staking will be safe & clear of obstructions.

December 10, 2015
CAInc File No. 14-158.1

Mr. Jason Hickey
Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento CA 95826

Subject: **CONSTRUCTION SUPPORT SERVICES**
Williams Creek Bridge Replacement on Grizzly Bluff Road
Bridge No. 04C-0209
Humboldt County, California

Dear Mr. Hickey,

At your request, CAINC prepared this scope and fee for geotechnical services during construction of the subject project. We reference our Foundation Report, dated April 14, 2015, as a basis for this scope of work. We understand construction is scheduled for summer 2016.

The bridge foundations will be Class 200 HP piles (14x89 sections at the abutments) with a total of 14 piles driven at Abutment 1 and 12 piles at Abutment 2. Specified tip elevations are about -19 at A-1 and -29 at A-2. Pile lengths are approximately 67 feet at A-1 and 79 feet at A-2.

Based on the presence of deep, relatively soft soils and the anticipated variable depths to meet bearing capacity, we recommend having a representative on-site during at least the driving of the first few piles. We will be available to the County Resident Engineer for consultation on other piles, as needed. If unanticipated driving conditions are encountered then additional observation and/or consultation may be required.

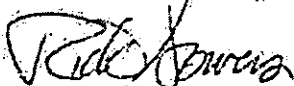
Our estimated fee is as follows:

Review of Final Plans and Specifications:	\$800
Pile Review (assume 3 days on-site + travel)	<u>\$7,200</u>
Total	\$8,000

Please call if you have questions or require additional information.

Sincerely,

Crawford & Associates, Inc.,



Rick Sowers, P.E., C.E.G.
Principal

COST PROPOSAL FOR WILLIAMS CREEK BRIDGE CONSTRUCTION SUPPORT

	MARK THOMAS & COMPANY INC. HOURS										SUBCONSULTANT																	
	Principal	Engineering Manager I	Survey Manager I	Engineer V	Engineer IV	Engineer I	Engineer/Survey Tech. Assistant	Project Surveyor I	Survey Technician	Project Coordinator I	MTCO HOURS	Principal	Engineering Manager I	Survey Manager I	Engineer V	Engineer IV	Engineer I	Engineer/Survey Tech. Assistant	Project Surveyor I	Survey Technician	Project Coordinator I	MTCO SUBTOTAL	Crawford and Associates, Inc.	SUBCONSULTANT SUBTOTAL	TOTAL FEE			
8.0 Bid Assistance and Construction Support Services																												
8.0 Bidding Assistance																												
8.1 Construction Support	16		120	80		24				4	244		\$3,600		\$17,040	\$10,560		\$1,560				\$320	\$33,080	\$8,000	\$8,000	\$49,080		
8.2 As-Built Drawings	2		4	20	40	16					82		\$450		\$568	\$2,840	\$4,000	\$1,040						\$8,698			\$8,698	
8.3 Construction Staking		15					28	68			111			\$2,250					\$3,080	\$6,800				\$12,130			\$12,130	
Subtotal Task 1	18	15	124	100	40	40	28	68	4	437		\$4,050	\$2,250	\$17,608	\$13,200	\$4,000	\$2,600	\$3,080	\$6,800	\$320	\$53,908	\$8,000	\$8,000	\$69,908				
REIMBURSEABLES																												
TOTAL	18	15	124	100	40	40	28	68	4	437		\$4,050	\$2,250	\$17,608	\$13,200	\$4,000	\$2,600	\$3,080	\$6,800	\$320	\$53,908	\$8,000	\$8,000	\$69,908				



MARK THOMAS & COMPANY

Providing Engineering, Surveying & Planning Services

December 8, 2015

SA-14111

OFFICES

Cupertino
Fresno
Irvine
Oakland
Sacramento
Salinas
San Jose
San Mateo
Walnut Creek

Mr. Jeff Ball
Humboldt County
1106 2nd Street
Eureka, CA 95501

**RE: BRIDGE DESIGN SERVICES TO REPLACE WILLIAM CREEK BRIDGE
(4C-209) on Grizzly Bluff Road, Project No. 594209 – CONTRACT
EXTENSION**

Dear Mr. Ball:

Due to the fact that construction on the above-referenced project is not expected to be complete until late 2016, we have prepared this letter to request an amendment to the original contract. This request will extend the contract date to February 23, 2018. The original contract amount, terms and conditions will remain the same.

If you have any questions, please feel free to contact me at (916) 381-9100.

Sincerely,

Jason Hickey
Billing Manager

APPROVED:

By: Jeff Ball

Date: 1-12-2016

ATTACHMENT 3

Second Amendment to the Consultant Services Agreement with Mark Thomas & Company, Inc. dated July 19, 2016

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR WILLIAMS CREEK
BRIDGE (4C-209) ON GRIZZLY BLUFF ROAD
Project Number: 594209**

This Second Amendment to the Agreement for Professional Services dated March 25, 2014, as amended on January 12, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mark Thomas & Company, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this 19th day of July, 2016.

WHEREAS, on March 25, 2014, COUNTY and CONSULTANT entered into an Agreement for Professional Services regarding design engineering and project development for the replacement of the Williams Creek Bridge on Grizzly Bluff Road ("Professional Services Agreement"); and

WHEREAS, COUNTY and CONSULTANT subsequently amended the Professional Services Agreement on January 12, 2016 in order to extend the term thereof, modify the scope of services provided thereunder and increase the maximum amount payable to include the provision of such services; and

WHEREAS, COUNTY and CONSULTANT now desire to further amend the Professional Services Agreement, as amended on January 12, 2016, to include additional services needed to mitigate negative impacts to adjacent landowners, increase the maximum amount payable to include the provision of such services and adjust the standard billing rate schedule.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – COMPENSATION TO CONSULTANT of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION TO CONSULTANT

- A. Maximum Amount Payable. COUNTY agrees to pay CONSULTANT, for performance of the services contemplated under the terms of this Agreement on a time and materials basis for a fee not to exceed Four Hundred Thirteen Thousand Nine Hundred Seven Dollars (\$413,907.00). A detailed description of this fee is contained in Attachment C, which is attached hereto and incorporated herein by reference.
- B. Progress Billings and Payments. During the performance of the work, CONSULTANT will prepare, and submit to COUNTY, monthly progress billings. Payments shall be based upon the percentage of completion of each phase of the work, with balances due and payable within thirty (30) days.
- C. Expenses. CONSULTANT's expenses are included in the compensation for services provided pursuant to the terms and conditions of this Agreement, and include actual out of pocket expenditures made by CONSULTANT and its subcontractors. CONSULTANT shall be responsible for all of its expenses incurred in performing services under this Agreement.
- D. Additional Payments. CONSULTANT shall not be entitled to any additional payment in excess of the maximum amount payable set forth herein, except by express prior written authorization from COUNTY. For any additional services authorized by COUNTY,

CONSULTANT shall be compensated according to the Standard Billing Rate Schedule that is attached hereto as Attachment D and incorporated herein by reference. The budget for any authorized additional work shall be established prior to the start of said work, and shall not be exceeded without written authorization from COUNTY. Additional work will require an amendment to this Agreement and a separate "Notice to Proceed." CONSULTANT is not authorized to perform any additional work or services under this Agreement until written authorization is received from COUNTY.

2. Attachment A – Scope of Services to the Professional Services Agreement is hereby amended to include Attachment A-1 – Additional Construction Support Services and Attachment A-2 – Additional Design Services, which are attached hereto and incorporated herein by reference. The modified version of Attachment A shall supersede any prior versions thereof as of the effective date of this Second Amendment.
3. Attachment C – Cost Breakdown of the Professional Services Agreement is hereby amended to include Attachment C-1 – Cost Proposal for Williams Creek Bridge Construction Support and Attachment C-2 – Cost Proposal for Amendment Number 2, which are attached hereto and incorporated herein by reference. The modified version of Attachment C shall supersede any prior versions thereof as of the effective date of this Second Amendment.
4. The Professional Services Agreement is hereby amended to delete Attachment D – Rate Schedule, and replace it in its entirety with the modified Rate Schedule that is attached hereto and incorporated herein by reference. The modified Rate Schedule attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.
5. Except as modified herein, the Professional Services Agreement dated March 25, 2014, as amended on January 12, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

MARK THOMAS & COMPANY, INC.:

By: 

Date: 6/22/16

Name: Robert A. Holmes

Title: President

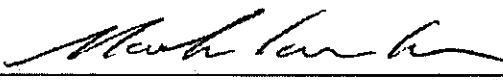
By: R.M.B.

Date: June 22, 2016

Name: Matt Brogan

Title: Secretary

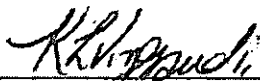
COUNTY OF HUMBOLDT:

By: 

Date: 7/19/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 6/22/16

LIST OF ATTACHMENTS:

Attachment A-1 – Additional Construction Support Services

Attachment A-2 – Additional Design Services

Attachment C-1 – Cost Proposal for Williams Creek Bridge Construction Support

Attachment C-2 – Cost Proposal for Amendment Number 2

Attachment D – Rate Schedule

ATTACHMENT A-1

Additional Construction Support Services

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Attachment A -Scope of Services*

MTCO has prepared the following additional scope of work for construction support services:

PHASE IV – BID PHASE ASSISTANCE

8.1 CONSTRUCTION SUPPORT SERVICES

MTCO will provide professional services for design support during construction. During the construction phase, the MTCO team will work with the County to respond to Request for Information (RFIs) and review shop drawings. Since the scope of construction support is difficult to determine and will vary depending on contractor, MTCO has provided a “budget” amount to be used on a time and materials basis. MTCO will serve as the primary point of contact for RFI’s requiring responses from the design team. The design team includes Crawford Associates, Inc. (Geotechnical). The design team will provide limited observation of pile installation and be available to review pile driving logs and provide guidance to the County. MTCO will provide clarification and interpretation of the plans and specifications as needed. MTCO will distribute and facilitate review of shop drawings and product submittals among the design team. MTCO will provide plan revisions as required to provide direction to the contractor.

8.2 As-Built Drawings

Upon completion of the work the RE will provide MTCO with all As-Built changes. MTCO will use the corrections to make a set of Record drawings for the County.

8.3 Construction Staking

MTCO will provide cut-sheets for construction staking based on the plan set for Williams Creek Bridge. Cut-sheets will conform to the Caltrans Survey Manual for construction staking.

- Clearing Limits will be referenced for 1,500 LF +/- at 100 foot intervals along tangents and 50 foot intervals along curves, including all angle points.
- Slope Stakes will be referenced for 1,300 LF +/- at 50 foot intervals along tangents and 25 foot intervals along curves, including all EC’s, BC’s, and grade breaks with offsets to TOE (CP) of slope.
- 20’ wide Temporary Road for traffic detour at 50 foot intervals along tangents and 25 foot intervals along curves.
- Finish Grade Stakes will be referenced for 1,300 LF +/- at 50 foot intervals along tangents and 25 foot intervals along curves, including all EC’s, BC’s, CR’s, Angle points, Driveways and grade breaks for curb, gutter and sidewalk, or edge of pavement.
- 2 Abutments referenced horizontally at CL of each abutment.
- Abutment Fill Slope Stakes with horizontal and vertical reference.
- 4 Wing Walls referenced horizontally at CL of each Wing Wall.
- 2 New Electric Poles, 1 relocated Joint Pole, 3 Temporary Poles

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Attachment A -Scope of Services*

Exclusions:

- **Cut/Fill to Abutment Structures & Wing Walls.**
- **Staking Erosion Control.**
- **Staking Temporary Railing (Type K).**
- **Staking Temporary crash cushions, barricades and striping.**
- **Staking Electrical equipment, Vaults, Conduit, Signals, Controller Cabinets, Pull Boxes, Minor Signaling and appurtenance's.**
- **Staking Construction Area signs.**
- **As Built Surveys to verify quantities.**
- **Staking for Signs and Metal Beam Guardrail.**
- **Traffic control for staking - it is assumed area of staking will be safe & clear of obstructions.**



December 10, 2015
CAInc File No. 14-158.1

Mr. Jason Hickey
Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento CA 95826

Subject: **CONSTRUCTION SUPPORT SERVICES**
Williams Creek Bridge Replacement on Grizzly Bluff Road
Bridge No. 04C-0209
Humboldt County, California

Dear Mr. Hickey,

At your request, CAINc prepared this scope and fee for geotechnical services during construction of the subject project. We reference our Foundation Report, dated April 14, 2015, as a basis for this scope of work. We understand construction is scheduled for summer 2016.

The bridge foundations will be Class 200 HP piles (14x89 sections at the abutments) with a total of 14 piles driven at Abutment 1 and 12 piles at Abutment 2. Specified tip elevations are about -19 at A-1 and -29 at A-2. Pile lengths are approximately 67 feet at A-1 and 79 feet at A-2.

Based on the presence of deep, relatively soft soils and the anticipated variable depths to meet bearing capacity, we recommend having a representative on-site during at least the driving of the first few piles. We will be available to the County Resident Engineer for consultation on other piles, as needed. If unanticipated driving conditions are encountered then additional observation and/or consultation may be required.

Our estimated fee is as follows:

Review of Final Plans and Specifications:	\$800
Pile Review (assume 3 days on-site + travel)	<u>\$7,200</u>
Total	\$8,000

Please call if you have questions or require additional information.

Sincerely,

Crawford & Associates, Inc.,

Rick Sowers, P.E., C.E.G.
Principal

ATTACHMENT A-2

Additional Design Services

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

MTCO has prepared the following scope of work based upon discussions with the County to adjust the bridge alignment to the south in conjunction with adjusting the freeboard to clear the 100 year flood event (previous freeboard was 100 year+2 feet). The profile and alignment changes will be sufficient to avoid permanent and temporary acquisitions to the northerly parcels along Grizzly Bluff Road. The bridge barrier will be changed to a Type 80 concrete barrier, possibly with colorization or other treatment. Drainage will be revised to eliminate culverts on the north side of the road. Tapers will be shortened to the extent possible to limit the project footprint.

PHASE I – PRELIMINARY ENGINEERING

1.0 PROJECT MANAGEMENT & COORDINATION

- 1.1 Project Meetings: MTCO will conduct PDT meetings during critical milestones throughout the design of the project (a total of 3 conference calls have been assumed). Additionally one meeting will be held on-site with the landowners to discuss the project design.
- 1.2 Project Management: MTCO will perform general project management activities and coordination with the County's project manager. MTCO will develop and maintain a critical path method (CPM) design schedule.
- 1.3 Quality Assurance/Quality Control: MTCO will complete the Caltrans design checklist and perform an independent review of each submittal during the agency review. Andy Lee has been assigned as Quality Control Manager for this project. As such, he will be responsible for internal and external quality control measures (i.e. verifying sound design practices internally and verifying that the subconsultants are using most recent information).

2.0 HYDROLOGY/HYDRAULIC STUDIES

- 2.1 Hydraulic Analysis: Avila and Associates will revise the HEC-RAS model for the proposed bridge alternative and grading plan provided by MTCO. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50-year and 100-year discharges. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats for the consultant team.

Provide design exception description in the Final Hydraulic Report to be revised under Task 3 below to the Caltrans Highway Design Manual (HDM) hydraulic design criteria for bridge.

Determine the overtopping analysis for the revised bridge and adjusted roadway profile.

Deliverable: Water surface elevation, velocity estimates and hydrologic summary table variables will be incorporated in Report to be revised under Task 2.3.

Assumptions: One bridge alternative will be examined.

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

- 2.2 Scour and Bank Protection Analysis: Avila and Associates will estimate bridge scour for the proposed bridge. Prepare a scour data table for inclusion on the bridge Foundation Plan.

Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Assumptions: If hydraulic calculations show that bank protection is necessary, it is assumed that rock slope protection will be utilized as the bank protection. Alternative bank protection will be considered out of scope.

Deliverable: Scour estimates and bank protection parameters will be incorporated in report to be provided under Task 3.3.

- 2.3 Revise Draft & Final Hydraulic Report: Revise technical hydrology, hydraulics and scour. Prepare Final hydrology, hydraulics and scour report incorporating the comments from the Draft Report.

Assumptions: One review of draft final report by the consultant team, Humboldt County and Caltrans.

Deliverable: PDF version of the draft report to be provided to the consultant team via electronic mail. 3 bound copies of the final (signed and stamped) version of the report will be provided to the consultant team.

3.0 Revised Geotechnical Design Recommendations

- 3.1 Preliminary Foundation Memorandum: CAInc will prepare an Addendum Letter to amend the Foundation report dated April 14, 2015 and document changes in loading from the bridge shifting south and potentially lengthening. No subsurface exploration will be completed for this task.

PHASE II – BRIDGE FINAL DESIGN

4.0 FINAL DESIGN AND ENGINEERING SERVICES

4.1 100% Structure Design: MTCO will prepare revised bridge plans for a shifted bridge location. Bridge length is assumed to remain the same and redesign of the superstructure is not anticipated. Bridge design will also change the barrier type to a Type 80 bridge railing. It is anticipated that the following plan sheets will be revised.

Structure Plans	# of Sheets
General Plan	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	2
Typical Section	1
Longitudinal Section	1
Barrier Details	1
Drainage Details	1
Rock Slope Protection	1
Total Estimated Structure Plan Sheets	12

4.2 100% Roadway Plans: MTCO will filter alignment changes through the engineering plans. The plans will include typical sections; layouts; profiles; construction details; drainage and utilities, detour, and signing and striping plans. It is anticipated that the following plan sheets will be updated. The 100% resubmittal will represent a complete, biddable plan package where major design features will have been reviewed.

Roadway Plans	# of Sheets
Project Control	1
Typical Sections	1
Layout/Profile (1" = 20')	2
Construction Details	4
Drainage and Utilities	1
Detour Plan	1
Temporary Stream Diversion	1
Revegetation Plan	1
Erosion Control Plan	1
Signing/Striping	1

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

Total Estimated Revised Roadway Plan Sheets	12
--	-----------

- 4.3 Independent Structure Check: Based on the new abutment locations, the grading and abutment designs will be verified.

- 4.4 Alignment & Right-of-Way Support: MTCO will delineate additional right of way and/or easements required for the project. The County will be responsible for all necessary land surveys and securing the right-of-way and/or easements.

- 4.5 Final Plans: Based upon comments received from the County on the 100% submittal, MTCO will make final corrections to the plans and will submit to the County a bid ready set.

- 4.6 Special Provisions: MTCO will update the project special provisions (2010 Caltrans Standard Special Provisions) for plan changes associated with the revised project design. Special provisions will be submitted at the 100% and final submittals. The County's boilerplate contract language will be incorporated into the specifications.

- 4.7 Estimate: MTCO will update construction cost estimates and submit them with each plan submittal. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans database information, and Caltrans' latest Construction Cost Manual.

- 4.8 Updated Drainage Calcs: MTCO will update drainage calculations and plans to eliminate culverts

- 4.9 Utility Coordination and Design: MTCO will revise utility design and coordinate with utilities for the revised relocation or elimination of relocation.

- 4.10 Conceptual Renderings: Color conceptual renderings will be prepared to illustrate to adjacent landowners the scope and impacts of the final design.

Deliverable: Conceptual rendering in PDF format showing the project impact to the adjacent landowners.

PHASE III – ENVIRONMENTAL AND PERMITTING SUPPORT

5.0 ENVIRONMENTAL AND PERMITTING SUPPORT

Based on discussions with the County, the County anticipates submitting a NEPA Reevaluation. The current permits/plans include a revegetation plan and regrading north of the bridge for fish habitat to mitigate riparian impacts. If the revised design does not include habitat restoration due to right of way constraints, the project may need to purchase mitigation credits.

*Grizzly Bluff Road Bridge over Williams Creek Replacement
Scope of Services*

MTCO has assumed habitat mitigation via the project plans and will review permits to include applicable mitigation measures and regulatory agency requirements into the plans and specifications. MTCO will also provide CAD files for the bridge and roadway design to the County for the County's use in permit applications. MTCO will also provide technical language for the County to incorporate into the permit applications.

ATTACHMENT C-1

Cost Proposal for Williams Creek Bridge Construction Support

COST PROPOSAL FOR WILLIAMS CREEK BRIDGE CONSTRUCTION SUPPORT

	MARK THOMAS & COMPANY INC. HOURS											SUBCONSULTANT																					
	Principal	Engineering Manager I	Survey Manager I	Engineer V	Engineer IV	Engineer I	Engineer/Survey Tech. Assistant	Project Surveyor I	Survey Technician	Project Coordinator I	MTCO HOURS	Principal	Engineering Manager I	Survey Manager I	Engineer V	Engineer IV	Engineer I	Engineer/Survey Tech. Assistant	Project Surveyor I	Survey Technician	Project Coordinator I	MTCO SUBTOTAL	Crawford and Associates, Inc.	SUBCONSULTANT SUBTOTAL	TOTAL FEE								
												325.00	225.00	150.00	142.00	132.00	100.00	65.00	110.00	100.00	80.00												
8.0 Bid Assistance and Construction Support Services																																	
8.0 Bidding Assistance																																	
8.1 Construction Support	16		120	80		24				4	244	\$3,600			\$17,040	\$10,560		\$1,560			\$320	\$33,080	\$8,000	\$8,000	\$41,080								
8.2 As-Built Drawings	2		4	20	40	16					82	\$450		\$568	\$2,640	\$4,000	\$1,040					\$8,698			\$8,698								
8.3 Construction Staking		15					28	68			111		\$2,250					\$3,080	\$6,800			\$12,130			\$12,130								
Subtotal Task 1	18	15	124	100	40	40	28	68	4	437	\$4,050	\$2,250	\$17,608	\$13,200	\$4,000	\$2,600	\$3,080	\$6,800	\$320	\$53,908	\$8,000	\$8,000	\$61,908										
REIMBURSEABLES																																	
TOTAL	18	15	124	100	40	40	28	68	4	437	\$4,050	\$2,250	\$17,608	\$13,200	\$4,000	\$2,600	\$3,080	\$6,800	\$320	\$53,908	\$8,000	\$8,000	\$61,908										

ATTACHMENT C-2

Cost Proposal for Amendment Number 2

GRIZZLY BLUFF ROAD BRIDGE COST PROPOSAL FOR AMENDMENT NUMBER 2

PROJECT TASK	MARK THOMAS & COMPANY INC. HOURS							MARK THOMAS & COMPANY INC. FEE							SUBCONSULTANT FEE			TOTAL FEE		
	Eng Manager IV	Engineer IX	Engineer VII	Engineer V	Engineer IV	Engineer III	Engineer Tech III	INTCO HOURS	Eng Manager IV	Engineer IX	Engineer VII	Engineer V	Engineer IV	Engineer III	Engineer Tech III	FEE SUBTOTAL	Art & Associates		Crawford & Associates	OTHER'S SUBTOTAL
1.0 Project Management & Coordination																				
1.1 Project Meetings		20		20	4		44		3,500			2,650	480			6,540				
1.2 Project Management		4		4			8		700			532				1,232				
1.3 QA/QC			8				8				1,272					1,272				
Subtotal - Task 1		24		24	4		50		4,200		1,272	2,182	480			9,144				
2.0 Hydrology/Hydraulic Studies																				
2.1 Hydraulic Analysis																	2,234		2,234	
2.2 Scour and Bank Protection Analysis				4			4				532					532	1,903		1,888	
2.3 Revise Draft & Final Hydraulic Report				2			2				296					296	1,577		1,577	
Subtotal				6			6				788					788	3,719		3,719	
3.0 Geotechnical Design Recommendations																				
3.1 Preliminary Foundation Memo Addendum Letter				4			4				532					532		2,670	2,670	
Subtotal				4			4				532					532		2,670	3,202	
4.0 Structure Design (100% Plans)																				
4.1 Structure Design (100% Plans)				20	16		40				2,060	1,920		4,200		5,780			5,780	
4.2 100% Roadway Plans		2	3	40	16	100	161		350	1,272	5,320	1,920	10,800			19,762			19,762	
4.3 Structure Independent Check					20		20					2,400				2,400			2,400	
4.4 Alignment & Right of Way Support				4			4				532					532			532	
4.5 Final Plans		6	6	4	20	40	76		1,400	854	532	2,400	4,380	1,830		11,326			11,326	
4.6 Special Provisions				4			4					480				480			480	
4.7 Erosion				4	20	20	44				532	2,400	2,180			5,112			5,112	
4.8 Upstream Drainage Design				16			16					1,830				1,830			1,830	
4.9 Utility Coordination and Design					12		12					1,440				1,440			1,440	
4.10 Conceptual Renderings		2			40		42		350			4,800				5,150			5,150	
Subtotal		12	14	72	164	180	478		2,105	2,226	8,578	19,880	17,440	5,680		58,902			58,902	
5.0 Environmental Documentation and Permitting Support																				
5.1 Environmental Documentation		2		4	6		14		350		532	960				1,842			1,842	
Subtotal		2		4	6		14		350		532	960				1,842			1,842	
RESIDUALS																1,300			1,300	
TOTAL PROJECT		26	22	118	175	180	582		6,650	2,498	14,652	21,120	17,440	5,680		70,510	3,719	2,670	3,389	

ATTACHMENT D

Rate Schedule

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "O"

Expires June 30, 2016*

LANDSCAPE ARCHITECT SERVICES

Landscape Architect II	\$189.00 per hour
Landscape Architect I	\$164.00 per hour

SPECIAL SERVICES

Expert Witness	\$375.00 per hour
Strategic Consulting (Principal)	\$375.00 per hour

OTHER DIRECT COSTS

Reimbursables including, but not limited to:

Printing and Materials, Filing Fees, and Field Expenses	-Cost plus 5%
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Outside Consultant Fees	-Cost plus 5%
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ATTACHMENT 4

Third Amendment to the Consultant Services Agreement with
Mark Thomas & Company, Inc.

**THIRD AMENDMENT
AGREEMENT FOR CONSULTANT SERVICES
FOR DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR REPLACEMENT OF
THE WILLIAMS CREEK BRIDGE (4C-209) ON GRIZZLY BLUFF ROAD
Project Number: 594209**

This Third Amendment to the Agreement for Consultant Services dated March 25, 2014, as amended on January 12, 2016 and July 19, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mark Thomas & Company, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this 13th day of February, 2018.

WHEREAS, on March 25, 2014, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding design engineering and project development for the replacement of the Williams Creek Bridge on Grizzly Bluff Road ("Consultant Services Agreement"); and

WHEREAS, on January 12, 2016, COUNTY and CONSULTANT agreed to amend the Consultant Services Agreement in order to extend the term thereof, expand the scope of services set forth therein and increase the maximum amount payable thereunder; and

WHEREAS, on July 19, 2016, COUNTY and CONSULTANT once again agreed to amend the Consultant Services Agreement in order to adjust the standard billing rate schedule and further expand the scope of services set forth therein and increase the maximum amount payable thereunder; and

WHEREAS, COUNTY and CONSULTANT now desire to further amend the Consultant Services Agreement, as amended on January 12, 2016 and July 19, 2016, to extend the term thereof to February 18, 2020.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1 – Term of Agreement of the Consultant Services Agreement, as amended on January 12, 2016 and July 19, 2016, is hereby amended to read as follows:

1. TERM OF AGREEMENT:

- A. This Agreement shall begin on March 25, 2014 and shall remain in full force and effect until February 18, 2020, unless extended or terminated as provided herein.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the expiration or termination of this Agreement, remains in effect until fulfilled, including, without limitation, unfulfilled payment obligations, and outstanding liabilities.

2. Except as modified herein, the Consultant Services Agreement dated March 25, 2014, as amended on January 12, 2016 and July 19, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

MARK THOMAS & COMPANY, INC.:

By: 

Date: 1-3-18

Name: Robert A. Himes

Title: President

By: 

Date: 1-3-18

Name: Matt Bragan

Title: Secretary

COUNTY OF HUMBOLDT:

By: 

Date: 2/13/18

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE REQUIREMENTS APPROVED:

By: 

Date: 1/24/18

Risk Management

ATTACHMENT 5

Certificate of Liability Insurance for Mark Thomas & Company, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

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

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

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

COVERAGES **CERTIFICATE NUMBER: 833400832** **REVISION NUMBER:**

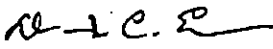
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9915552	7/1/2017	7/1/2018	\$2,000,000 Per Claim \$2,000,000 Annl Aggregate

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

REF: MTC's #SA-14111. Bridge Design Services to Replace William Creek Bridge (4C-209) on Grizzly Bluff Road, Project No. 594209.

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

County of Humboldt Attn: Risk Management 825 5th Street, Room 131 Eureka CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: County of Humboldt Attn: Risk Management

ADDRESS: 825 5th Street, Room 131 Eureka CA 95501

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Humboldt Attn: Risk Management
 ADDRESS: 825 5th Street, Room 131 Eureka CA 95501

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The following definition as added to

DEFINITIONS (Section V):

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

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

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

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

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

Schedule

Person or Organization

Job Description

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

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

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

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

Policy No. XJUB4342T25017

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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

Page 1 of 1