

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MARK THOMAS AND COMPANY, INC.
FOR
PROFESSIONAL DESIGN ENGINEERING SERVICES
FOR THE GARBERVILLE COMPLETE STREETS PROJECT AND THE REDWAY
DRIVE/REDWOOD DRIVE INTERSECTION HIGHWAY SAFETY PROJECT**

This Agreement for Consultant Services (“Agreement”) entered into this 29 day of September, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Mark Thomas and Company, Inc., a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Engineering Division, desires to retain a qualified professional to assist COUNTY in performing professional design engineering services that are further described in Attachment A – Scope of Work, which is attached hereto and incorporated herein by reference; and

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

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

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

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Dan Blomquist. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works, or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated August 26, 2020, which is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic

loss arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to CONSULTANT's performance hereunder, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. The provisions of this article shall survive termination or suspension of this Agreement.

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

ARTICLE II – STATEMENT OF WORK

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

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to

sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the projects.

ARTICLE IV – PERFORMANCE PERIOD

- A. This Agreement shall go into effect on September 29, 2020, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on September 29, 2024, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs, including, without limitation, labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs, incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for in a written amendment to this Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in Attachment B – Scope of Work and Attachment A – Cost Proposal & Schedule of Work is required, the time or actual costs reimbursable by COUNTY shall be adjusted by a written amendment to this Agreement to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by a written amendment to this Agreement.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the applicable one (1) year period shall not be a condition or qualification to be considered for award of this Agreement.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Nineteen Thousand Seven Hundred Seventy-One Dollars and Eleven Cents (\$19,771.11). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a written amendment to this Agreement.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule

set forth in Attachment B – Cost Proposal & Schedule of Work, COUNTY shall have the right to delay payment or terminate this Agreement.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

H. CONSULTANT will be reimbursed promptly according to any and all applicable local, state and federal laws, regulations and standards upon COUNTY's receipt of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased pursuant to the terms and conditions of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

I. The total amount payable by COUNTY including the fixed fee shall not exceed Two Hundred Two Thousand Five Hundred Eighty-One Dollars and Fifty-Seven Cents (\$202,581.57).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may submit a written request for review of unresolved audit issues to the Humboldt County Auditor-Controller.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA’s work papers including making copies as necessary. The agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by COUNTY’s Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY

or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation ("IOAI"). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
 2. If IOAI is unable to issue a cognizant letter per subsection E(1) of this article, IOAI may require CONSULTANT to submit a revised independent CPA audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
 3. If CONSULTANT fails to comply with the requirements set forth herein, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: IOAI accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and IOAI has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to

this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT's subcontractors hereunder, and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that which is expressly identified in CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. CONSULTANT shall pay its subcontractors within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subcontractors must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor.

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with prior authorization by COUNTY's Contract Administrator, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms and conditions of this Agreement is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a

competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. Neither CONSULTANT nor its subcontractors may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations (“DIR”) pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work pursuant to the terms and conditions of this Agreement are on file with Caltrans’ District Labor Compliance Officer and available online at the following address: http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf. These wage rates are made a specific part of this Agreement by reference pursuant to California Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR’s website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:
 1. CONSULTANT and its subcontractors shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations (“CCR”), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subcontractors in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
 2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representative’s at all reasonable hours

at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by CONSULTANT.
 - c. The public shall not be given access to certified payroll records by CONSULTANT. CONSULTANT is required to forward any requests for certified payrolls to COUNTY's Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the requesting entity within ten (10) calendar days after receipt of a written request.
 4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of CONSULTANT or its subcontractors performing the work shall not be redacted or obliterated.
 5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
 6. CONSULTANT and its subcontractors shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT's failure to comply within the ten (10) day period, CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.
- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by COUNTY's Contract Administrator.
- F. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
1. CONSULTANT and its subcontractors shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subcontractors shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subcontractors in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*

2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subcontractors in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subcontractors in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subcontractors to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or its subcontractors had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.
3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subcontractors.
4. If workers employed by CONSULTANT's subcontractors on a public works project are not paid the general prevailing per diem wages by the subcontractors, CONSULTANT shall not be liable for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subcontractors' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:
 - a. The subcontracts executed between CONSULTANT and the subcontractors for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
 - b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractors to their employees by periodic review of the subcontractors' certified payroll records.
 - c. Upon becoming aware of the subcontractors' failure to pay the specified prevailing rate of wages to the subcontractors' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subcontractors for work performed on the public works project.
 - d. Prior to making final payment to the subcontractors for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subcontractors that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subcontractors have failed to pay their employees the general prevailing rate of per diem wages.

6. If COUNTY determines that any of CONSULTANT's subcontractors have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subcontractors sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.
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- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.
 - H. By executing this Agreement, CONSULTANT, for itself, and its subcontractors, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
 1. CONSULTANT, and any of its subcontractors working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with any and all applicable requirements regarding the employment of apprentices set forth in California Labor Code Sections 1777.5, 1777.6 and 1777.7.
 2. CONSULTANT and its subcontractors shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its subcontractors are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subcontractors' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this Agreement, and any extensions thereof, CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided hereunder. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by any applicable local, state or federal laws, regulations or standards.
- C. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

- D. CONSULTANT hereby certifies that neither CONSULTANT nor any of its subcontractors, or any firm affiliated with CONSULTANT or its subcontractors, that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure that a conflict of interest does not exist. For purposes of this Agreement, an affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
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ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. CONSULTANT certifies, to the best of its knowledge and belief, that:
1. No local, state or federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this Agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code ("USC"). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- C. CONSULTANT also agrees by executing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT has, unless exempt, complied with the nondiscrimination requirements of California Government Code Section 12990 and 2 CCR Section 8103.

- B. During the performance of this Agreement, CONSULTANT and its subcontractors shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to its facilities, books, records, accounts and all other sources of information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.
- E. CONSULTANT and its subcontractors shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subcontractors.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification, under penalty of perjury, that it or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
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3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

- A. This Agreement is subject to the requirements of 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANT shall assist COUNTY in a good faith effort to achieve California’s statewide overall Disadvantaged Business Enterprises (“DBE”) participation goal.
- B. The goal for DBE participation for this Agreement is fourteen percent (14%). Participation by DBE consultants or subcontractors shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2), which are attached hereto and incorporated herein by reference as if set forth in full. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal set forth herein by either documenting commitments to DBEs to meet the DBE participation goal set forth herein, or by documenting adequate good faith efforts to meet the DBE participation goal set forth herein. An adequate good faith effort means that CONSULTANT must show that it has taken any and all necessary and reasonable steps to achieve a DBE participation goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE participation goal. If CONSULTANT has not met the DBE participation goal set forth herein, CONSULTANT must complete and submit Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H), which is attached hereto and incorporated herein by reference, to document the efforts made to meet the DBE participation goal set forth herein. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. COUNTY, CONSULTANT and any subcontractors hereunder shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONSULTANT shall carry out any and all applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted agreements. CONSULTANT’s failure to carry out these requirements shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or

such other remedy as COUNTY deems appropriate, including, without limitation: withholding monthly progress payments; assessing sanctions or liquidated damages; and/or disqualifying CONSULTANT or any subcontractor hereunder from future bidding as non-responsible.

- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f). If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
- F. CONSULTANT shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces, including those of CONSULTANT, pursuant to prior written authorization of COUNTY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the DBE participation goal set forth herein if it performs a commercially useful function ("CUF"). CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the agreement and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the agreement, for negotiating price, determining quality and quantity and ordering, installing and paying for materials, if applicable. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing and other relevant factors must be evaluated.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the dollar value of the work.
- K. Upon completion of this Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise First-Tier Subconsultants [Exhibit 17-F of the Local Assistance Procedures Manual], certified correct by CONSULTANT, or an authorized representative thereof, and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprise First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.

- L. If a DBE subcontractor is decertified during the life of this Agreement, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If any of CONSULTANT's subcontractors become certified DBEs during the term of this Agreement, such subcontractors shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
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- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire term of this Agreement, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly thereby, or by anyone for whose acts CONSULTANT may be liable:
1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. Such coverage shall be incorporated into CONSULTANT's agreements with any other entities.

- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its agents, officers, officials, employees and volunteers, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or reduced in coverage without thirty (30) calendar days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 5. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting the extent to which CONSULTANT or its subcontractors may be held responsible for payment of damages resulting from their operations.

- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

CONSULTANT: Mark Thomas and Company, Inc.
Attention: Dan Blomquist, Project Manager
701 University Avenue, Suite 200
Sacramento, California 95825

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

AND

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

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

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

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

ARTICLE XXII – CONTINGENT FEE

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

ARTICLE XXIII – DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY’s Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may submit a written request for review by COUNTY’s governing board of unresolved claims or disputes, other than audit.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIV – INSPECTION OF WORK

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

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with any and all California Division of Occupational Safety and Health (“Cal-OSHA”) regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT’s personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11 through 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have any and all applicable CAL-OSHA permits, as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation or process related to the construction or excavation of trenches which are five (5) feet deep or deeper.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement, which is not CONSULTANT’s privileged information, as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT’s review and approval shall be at COUNTY’S sole risk.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project. Any reuse by COUNTY for another project or project location shall be at COUNTY’s sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.

- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, the work for government purposes.
 - F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.
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ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT’s services under this Agreement.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal laws, regulations and standards. CONSULTANT hereby agrees to protect all confidential information in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. All financial, statistical, personal, technical or other data and information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- D. CONSULTANT shall not comment publicly to the press or any other media outlet regarding this Agreement or COUNTY’s actions on the same, except to COUNTY’s staff, CONSULTANT’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.
- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY’s written permission.

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subcontractors, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution this Agreement because of CONSULTANT's failure to comply with an order of a federal court that requires CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance hereunder will be evaluated by COUNTY. A copy of COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

ARTICLE XXXI – RETENTION OF FUNDS

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

ARTICLE XXXII – NOTIFICATION

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

////

CONSULTANT: Mark Thomas and Company, Inc.
Attention: Dan Blomquist, Project Manager
701 University Avenue, Suite 200
Sacramento, California 95825

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.
- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, or any extension thereof, the parties agree to comply with the amended provision as of the effective date thereof.
- E. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

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

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

ARTICLE XXXII – CONTRACT

The two (2) parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

MARK THOMAS AND COMPANY, INC.:

By:  _____

Date: 09/02/2020

Name: Zach Siviglia

Title: Vice President

By:  _____

Date: 09/02/2020

Name: R. Matt Brogan

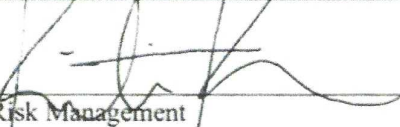
Title: Secretary

COUNTY OF HUMBOLDT:

By:  _____
Estelle Fennell, Chair
Humboldt County Board of Supervisors

Date: 9/29/2020

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 9/18/2020

LIST OF ATTACHMENTS:

- Attachment A – Scope of Work
- Attachment B – Cost Proposal & Schedule of Work
- Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1)
- Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2)
- Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)
- Attachment F – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)
- Attachment G – Disclosure of Lobbying Activities (Exhibit 10-Q)
- Attachment H – Liability Insurance

Attachment A – Scope of Work

SCOPE OF SERVICES

Mark Thomas will provide professional design engineering and technical support services (“Services”) for the Garberville Complete Streets Project (“Garberville Project”) and the Redway Drive/Redwood Drive Intersection Highway Safety Project (“Redway Project”) in Humboldt County, California. This Scope of Services has been prepared in accordance to the letter we received from Humboldt County on July 14, 2020 in response to our Statement of Qualifications (SOQ) for the County’s RFQ No. DPW2020-001, dated June 3, 2020.

Based on discussions with the County Staff, this Scope of Services includes preliminary engineering and design to prepare 30% design-level plans and estimates for the Garberville Project only. The Scope of Services for design of the Redway Project is provided under separate cover.

As part of this Scope of Services, Mark Thomas will complete the following tasks.

TASK 1. PROJECT ADMINISTRATION

Task 1.1. Project Management

Mark Thomas will provide ongoing general project management for this project, including coordinating subconsultant activities and submittals to the County of Humboldt (County). General project management will also include organizing and maintaining files and records to track correspondence, contractual matters, data requests, transmittals and other pertinent data. Mark Thomas will prepare monthly invoices including a monthly progress report which will be included as part of the monthly invoice package.

Mark Thomas will coordinate design activities with consultant team members and stakeholders through regular communication via telephone calls, emails and other correspondence. We will also prepare, update, maintain and distribute a CPM schedule for task order activities. Schedule updates will be distributed on a monthly basis. The initial schedule will be prepared for and approved by County Staff at the outset of the project. It is assumed the duration of this project is **4 months** to prepare the 30% design plans and estimates for the Garberville Project only.

Preparation of final design plans, specifications and estimates (PS&E) and design services during the bidding and construction phases are not included in this Scope of Services.

Task 1.2. Project Team Meetings

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

Task 1.3. Funding Application Support

Mark Thomas will evaluate potential funding opportunities for the project and make recommendation on grants to pursue. Mark Thomas will prepare grant applications for up to two (2) funding programs. The applications will

be prepared in accordance to the grant program guidelines and requirements. The documents prepared for the applications will include narratives, vicinity maps, collision diagrams, striping plans, demonstrative exhibits, letters of support, and other application requirements. Mark Thomas will coordinate support with stakeholders as identified by the County. We will also package and submit the grant applications on behalf of the County.

Task 1.4. Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible. Mark Thomas' Quality Control Manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

Internal Quality Control

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

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

DELIVERABLES

- Monthly progress reports and invoices (up to 4)
- Monthly CPM schedule updates (up to 4)
- Kick-off and Monthly Project Team Meetings (up to 6 meetings)
- Funding Application Support (up to 2 grant applications)
- QC/QA Checklist (at milestone submittals)

TASK 2. SITE INVESTIGATIONS

Task 2.1. Project Initiation and Data Gathering

Mark Thomas will coordinate the project kick-off meeting with the County Staff and members of the design team to discuss the project background, scope, concepts, schedule, project management, potential stakeholders and issues, outreach opportunities and expectations. Mark Thomas will provide a project information gathering checklist to collect data elements needed for the design, including available GIS mapping information, County-owned facility maps, utility contacts, as-built and planned improvement drawings, and traffic count information.

The data gathering process will include a review of the existing site characteristics. Mark Thomas will conduct one site visit and take photographic inventory of existing conditions to reference during the design process and make observations related to sight distance at pedestrian crossings, ADA-compliance, and identify potential conflicts with existing utilities and privately-owned improvements within the public right-of-way. A photo log for each project location will be prepared and submitted to the County on CD. One day of site visits have been assumed.

Mark Thomas will review any current site surveys and topographic surveys and coordinate any additional surveys necessary for the design with the County and the County's on-call surveyor. The County's on-call surveyor will

prepare the existing right of way delineation. Our work will include preparation of survey area maps to show the extents of topographic surveys and providing descriptions of the items to be surveyed. We assume all ground visible features will be captured including, but are not limited to sidewalks, curb and gutter, driveways, curb ramps, fences, building faces, private utilities, storm and sewer facilities, trees, street lighting, signing, striping, and pavement markings within the project limits. Storm and sewer inlets and maintenance holes will be dipped to determine invert elevations and pipe diameters within the streets around the site.

It is assumed the County's surveyor will deliver base mapping in AutoCAD (dwg) format with digital terrain model (DTM) and existing right of way information for the project area, with associated project control and datum, for our use in designing the project.

Task 2.2. Geotechnical Engineering

As a subconsultant to Mark Thomas, Parikh will evaluate site geologic conditions and provide geotechnical recommendations and criteria for use in project design and construction. The following scope of work reflects this level of effort.

The existing roadway will be corrected for crown and pavement distress. Based on the Google Earth views and historic repairs, it appears that the pavement will need to be reconstructed. Based on the reflective cracking along the middle of the road, it appears that there could be old PCC section underneath the roadway (County to confirm), in the mid sections. It is also understood that this used to be the old state highway.

The overall project scope for the geotechnical study includes the following major elements:

- Pavement reconstruction of the Redwood Road segment between Rte. 101. Pavement design will be based on R value tests and Traffic Index (provided by the client).

Field Investigations

Field work will include collecting 4 R-value samples (shallow 3' depth) in the roadway areas. Some locations maybe in the parking lane and some may be located in the center of the roadway. The intent is to perform pavement coring and collect the asphalt concrete or PCC section information. Bulk samples will be collected from the subgrade material

Traffic control will be required for some of the locations. A no fee permit from the County will be provided by others.

Testing and Analysis

Laboratory tests will include Plasticity Index, R-value and general classifications.

Geotechnical Report and Recommendations

The report will include pavement design for the new pavement section based on R-value and Traffic Index (TI) (to be provided by the County). A full depth pavement reconstruction section or a composite section will be considered in the design work.

Task 2.3. Utility Mapping

Mark Thomas will be responsible for utility coordination throughout the project development. Coordination with utilities will follow the standard "A, B, C" Utility process, including identifying utility conflicts, facilitating relocation designs; and obtaining commitments for relocation schedules.

We will reach out to utility owners with facilities in the project area and to the County Utilities Department to request their latest facility maps and as-builts to verify if the utility mapping provided is complete. We will also

verify each utility's status for design of relocations that have already been identified on the plans. Mark Thomas will prepare mapping of existing utilities in AutoCAD for use with design of the project improvements.

As part of this scope of services, we assume there will be no coordination required to notify and meetings with affected utilities to discuss potential relocations. Additional utility relocations may be identified and coordinated as the design is refined. It is assumed that all relocations will be completed by the utility owner prior to the start of construction and that facility upgrades or replacements will need to be addressed with the project.

This scope of services assumes potholing will not be required during the design phase of the project. The design will be based on available as-built and facility drawings provided by the utility owners and inverts of wet utilities obtained during the topographic surveys. It is assumed the construction contractor will be responsible for potholing existing utilities prior to the start of work. Any modifications to the design to resolve utility conflicts will be included in a supplemental scope of services to be provided for design support during Construction.

DELIVERABLES

- Photo Log of Site Conditions (provided on CD)
- Draft and Final Geotechnical Report (2 hardcopies and pdf format)
- Utility "A" Letters and Utility Mapping

TASK 3. PRELIMINARY ENGINEERING AND CONCEPT PLANS

Task 3.1. Parking and Traffic Analysis

As a subconsultant to Mark Thomas, Fehr & Peers will conduct analysis of parking and traffic impacts associated with the Garberville Project. The following scope of work reflects this level of effort.

Parking Assessment - Fehr & Peers will gather necessary data to provide an overview of existing parking resources. An assessment of parking supply and demand would help to determine the adequacy of future on- and off-site parking resources. The intent of this data collection is understand how users currently interact with the corridor that will help to inform the implementation of potential project improvements.

A detailed survey of the total number of spaces, including full size, compact, and handicap accessible parking spaces will be inventoried. Due to potential travel pattern changes associated with COVID-19 and shelter-in-place orders, an accurate demand assessment may not be possible. Therefore, Fehr & Peers may develop a potential alternative to a traditional parking demand inventory, with a methodology that is approved by the client. This alternative assessment would be informed by a land use calculation that takes into consideration the square footage of nearby businesses and includes a block by block assessment based on the planned approved in the Streetscape Master Plan.

Traffic Assessment - Redwood Drive currently experiences high speeds to uncontrolled crossings and proximity to freeway ramps. Fehr & Peers will review recommended concepts presented in the Garberville Streetscape Master Plan and evaluate their relative changes to traffic conditions along the corridor. This will include documentation of existing traffic conditions and an evaluation of how effectively the Streetscape Master Plan helps ameliorate specific traffic issues at locations along Redwood Drive and intersecting streets.

Fehr & Peers will not collect new traffic counts and will instead rely on available historical counts.

Task 3.2 Develop Corridor Plans

The Garberville Project is anticipated to include rehabilitation of existing roadway pavement, curb, gutter and sidewalk along Redwood Drive through downtown Garberville from the Highway 101 Northbound Offramp to Redwood Drive to the intersection of Redwood Drive and Thomas Drive as shown in the Garberville Complete Streets Master Plan, dated September 2019. Anticipated roadway improvements include curb extensions within existing paved shoulder areas to shorten crossing distances, narrow travel lanes to calm vehicle speeds, and provide space for angled on-street parking, new landscaping and stormwater treatment areas.

Consideration will be made to repurpose roadway median areas with new landscape median islands and additional angled on-street parking spaces with provisions for use as commercial vehicle delivery parking areas. New pedestrian facilities will be considered including crosswalk improvements with new curb ramps, and high-visibility signage and striping treatments. New street furniture, including benches, trash receptacles, water fountains, lighting, wayfinding signs, bus stop amenities, and gateway/placemaking signage will be considered. New bicycle facilities will be considered including signage and striping for Class 2 bike lanes within the existing roadway cross section. Widening beyond the existing roadway section and installation of new traffic signals is not anticipated with the project.

Mark Thomas will prepare Corridor Plans to illustrate the preliminary layout of roadway improvements, including limits of pavement rehabilitation, roadway and on-street parking striping, new pedestrian and bicycle facilities, drainage, and other improvements for the purpose of preliminary approval of the draft Corridor Plans. The Corridor Plan will show potential project phasing opportunities and constraints for use with outreach activities and funding applications. Plans will be prepared in AutoCAD with an aerial photo as the background at an approximate drawing scale of 1" = 40'. The draft Corridor Plans will be submitted to the County for review and comment.

Mark Thomas will present the draft Corridor Plans to County Staff to obtain feedback before making quantity calculations for cost estimating and to verify the range of alternatives proposed to address the concerns of the County and stakeholders. County comments will be incorporated to the Final Corridor Plans for use by the County Staff for presentations to the community and stakeholders.

The Final Corridor Plans will be sufficient to prepare a Caltrans 11-page planning type cost estimate and identify risks, construction phasing alternatives, and additional investigations needed to verify assumptions. The Final Corridor Plans and Estimates will be submitted to the County for review and comment.

Task 3.3 Landscape and Streetscape Design

Utilizing the engineering analyses from the Site Investigation and Preliminary Engineering Phases, our team of landscape architects and urban designers will further refine a Streetscape Design Plan to a preliminary (30%) level. Our team will work with our in-house civil engineers to develop one preliminary streetscape design plan. This preliminary streetscape design plan will show potential planting concepts including an illustrative planting list and a narrative of irrigation methodologies. Additionally, this streetscape design plan will include a Materials Selection Plan to show materials selections for aesthetic purposes, including paving and hardscape colors and textures, selection of street furnishings (including benches, trash receptacles, bike amenities, drinking fountains), light standard selection, wayfinding signs, bus stop amenities, fencing and guardrails. Three (3) custom concept elevations, drawn to scale, will be provided for seatwall design, and gateway and placemaking signage to illustrate enough detail for preliminary cost analysis. These concept elevations will be rendered in color with materials and color selections indicated. As part of the streetscape design plan, our team will and provide up to two (2) intersection design enlargements to further refine aesthetic treatments and indicate options for layout of site amenities and furnishings that complement the geometry of the intersection engineering design.

The Streetscape Design Plan will be prepared in AutoCAD with an aerial photo as the background at a drawing scale of 1" = 40'. The intersection design enlargements will be prepared at 1"=20'. Plans will be provided in color PDF. The draft Streetscape Design Plan will be submitted to the County for review and comment.

Mark Thomas will present the draft Streetscape Design Plan to County Staff to obtain feedback before making quantity calculations for cost estimating and to verify the range of alternatives proposed to address the concerns of the County and stakeholders. County comments will be incorporated to the Final Streetscape Design Plan for use by the County Staff for presentations to the community and stakeholders. This portion of work assumes one member of LAUD will participate in up to four (4) virtual meetings with County staff.

Landscape, irrigation, and aesthetic improvements will be quantified at the Final plan stage and folded into an overall cost estimate prepared as part of the engineered corridor plan submittal.

Task 3.4 Conceptual Lighting Design

As a subconsultant to Mark Thomas, Y&C Consultants (Y&C) will coordinate with the County in selecting decorative street lights for Redwood Drive from US 101 NB off-ramp to US 101 NB on-ramp in downtown Garberville. Once the light type is selected, Y&C will use VISUAL software to prepare photometric analysis. The result of photometric analysis will be used to prepare 35% lighting plan and cost estimate.

Task 3.5 Environmental Support

County staff or on-call consultant will prepare the environmental document, technical studies and permits, and other required environmental documents for clearance of the Garberville Project improvements under CEQA and NEPA.

Mark Thomas will prepare a project description as well as the preliminary project footprints and draft APE map for use in the environmental studies, documents and permits.

DELIVERABLES

- Draft and Final Parking Technical Memo (PDF format)
- Draft and Final Traffic Technical Memo (PDF format)
- Prepare Draft and Final Corridor Plans and Cost Estimates (1" = 40')
- Draft and Final Streetscape Design Plan at 1"=40' (PDF format)
- Draft and Final Intersection Design Enlargements at 1"=20' (PDF format)
- Draft and Final Materials Selection plan (PDF format)
- Preliminary Cost Estimate for Streetscape Design Plan and Materials Selection
- Photometric Analysis
- One sheet of 1" = 40' Conceptual Lighting Plan
- Project Description and APE Map for Garberville Project Improvements

PROJECT SCOPE ASSUMPTIONS

This scope of services is based on the following assumptions:

- Community Engagement Services are not included. Any presentations to community groups, stakeholders or the County Board will be prepared by the County Staff.
- Arborist services will be provided by the County.
- Irrigation plans will not be required at this stage.
- No 3D modeling is included.

- Planned stormwater features will not include design or capacity calculations, nor additional detailing at this stage.
- No modifications to existing irrigation systems, nor tie-ins to recycled water facilities will be required.
- No bidding or construction support is necessary.
- Only existing street trees will be preserved.
- Coordination with Caltrans and an Encroachment Permit for work within the State Right-of-Way will not be required for the design. Further coordination for a Caltrans Encroachment Permit during construction, due to placement of construction equipment and/or traffic control devices in the State Right-of-Way will be the responsibility of the Contractor. Any fees for the encroachment permit and plan reviews by Caltrans will be paid by the County.
- TV investigations of existing wet utilities are not included.
- Dry Utility design is not required or included.
- The County will lead the effort and will provide rights of entry to private property. The County will obtain and provide encroachment permits, at no fee, for work within public right of way.

SCOPE OF SERVICES

Mark Thomas will provide professional design engineering and technical support services (“Services”) for the Garberville Complete Streets Project (“Garberville Project”) and the Redway Drive/Redwood Drive Intersection Highway Safety Project (“Redway Project”) in Humboldt County, California. This Scope of Services has been prepared in accordance to the letter we received from Humboldt County on July 14, 2020 in response to our Statement of Qualifications (SOQ) for the County’s RFQ No. DPW2020-001, dated June 3, 2020.

Based on discussions with the County Staff, this Scope of Services includes preliminary engineering and design to prepare Final Design-level plans, specifications and estimates (PS&E) for the Redway Project only. The Scope of Services for design of the Garberville Project is provided under separate cover.

As part of this Scope of Services, Mark Thomas will complete the following tasks.

TASK 1. PROJECT ADMINISTRATION

Task 1.1. Project Management

Mark Thomas will provide ongoing general project management for this project, including coordinating subconsultant activities and submittals to the County of Humboldt (County). General project management will also include organizing and maintaining files and records to track correspondence, contractual matters, data requests, transmittals and other pertinent data. Mark Thomas will prepare monthly invoices including a monthly progress report which will be included as part of the monthly invoice package.

Mark Thomas will coordinate design activities with consultant team members and stakeholders through regular communication via telephone calls, emails and other correspondence. We will also prepare, update, maintain and distribute a CPM schedule for task order activities. Schedule updates will be distributed on a monthly basis. The initial schedule will be prepared for and approved by County Staff at the outset of the project. It is assumed the duration of this project is **4 months** to prepare the Final Design PS&E for the Redway Project only.

Task 1.2. Project Team Meetings

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

Task 1.3. Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible. Mark Thomas’ Quality Control Manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

Internal Quality Control

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

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

DELIVERABLES

- Monthly progress reports and invoices (up to 4)
- Monthly CPM schedule updates (up to 4)
- Kick-off and Monthly Project Team Meetings (up to 4 meetings)
- QC/QA Checklist (at milestone submittals)

TASK 2. SITE INVESTIGATIONS

Task 2.1. Project Initiation and Data Gathering

Mark Thomas will coordinate the project kick-off meeting with the County and members of the design team to discuss the project background, scope, concepts, schedule, project management, potential stakeholders and issues, outreach opportunities and expectations. Mark Thomas will provide a project information gathering checklist to collect data elements needed for the design, including available GIS mapping information, County-owned facility maps, utility contacts, as-built and planned improvement drawings, and traffic count information.

The data gathering process will include a review of the existing site characteristics. Mark Thomas will conduct one site visit and take photographic inventory of existing conditions to reference during the design process and make observations related to sight distance at pedestrian crossings, ADA-compliance, and identify potential conflicts with existing utilities and privately-owned improvements within the public right-of-way. A photo log for each project location will be prepared and submitted to the County on CD. One day of site visits has been assumed.

Mark Thomas will review any current site surveys and topographic surveys and coordinate any additional surveys necessary for the design with the County and the County's on-call surveyor. The County's on-call surveyor will prepare the existing right of way delineation. Our work will include preparation of survey area maps to show the extents of topographic surveys and providing descriptions of the items to be surveyed. We assume all ground visible features will be captured including, but are not limited to sidewalks, curb and gutter, driveways, curb ramps, fences, building faces, private utilities, storm and sewer facilities, trees, street lighting, signing, striping, and pavement markings within the project limits. Storm and sewer inlets and maintenance holes will be dipped to determine invert elevations and pipe diameters within the streets around the site.

It is assumed the County's surveyor will deliver base mapping in AutoCAD (dwg) format with digital terrain model (DTM) and existing right of way information for the project area, with associated project control and datum, for our use in designing the project.

Task 2.2. Utility Mapping

Mark Thomas will be responsible for utility coordination throughout the project development. Coordination with utilities will follow the standard "A, B, C" Utility process, including identifying utility conflicts, facilitating relocation designs; and obtaining commitments for relocation schedules.

We will reach out to utility owners with facilities in the project area and to the County Utilities Department to request their latest facility maps and as-builts to verify if the utility mapping provided is complete. We will also verify each utility's status for design of relocations that have already been identified on the plans. Mark Thomas will prepare mapping of existing utilities in AutoCAD for use with design of the project improvements.

As part of this scope of services, we assume there will be no coordination required to notify and meetings with affected utilities to discuss potential relocations. Additional utility relocations may be identified and coordinated as the design is refined. It is assumed that all relocations will be completed by the utility owner prior to the start of construction and that facility upgrades or replacements will need to be addressed with the project.

This scope of services assumes potholing will not be required during the design phase of the project. The design will be based on available as-built and facility drawings provided by the utility owners and inverts of wet utilities obtained during the topographic surveys. It is assumed the construction contractor will be responsible for potholing existing utilities prior to the start of work. Any modifications to the design to resolve utility conflicts will be included in a supplemental scope of services to be provided for design support during Construction.

DELIVERABLES

- Photo Log of Site Conditions (provided on CD)
- Utility "A" Letters and Utility Mapping

TASK 3. FINAL DESIGN

The anticipated final design services included in this scope of services are based on the preparing a single bid package for the County's use in bidding and constructing the Redway Project. The overall goal of the Redway Project is to install curb ramps, bulb outs, warning signs, pavement markings, realigned lane lines and a crosswalk to calm traffic and channelize, collect and direct pedestrians across the intersection of Redway Drive and Redwood Drive in the community of Redway. Mark Thomas will prepare Final Design PS&E for the construction of the Redway Project improvements consistent with the County's HSIP application. During the course of the design, consideration will be made to maintain existing surface drainage patterns at the intersection, coordinate adjustments of existing utility vaults in the new sidewalk areas, and provide intersection safety lighting at the new marked crosswalk.

Mark Thomas will prepare PS&E submittals at the 65%, 95% (independent check), and 100% (Bid Set) levels of completion. The intent of intermediate submittals is to define the project for review by the County and stakeholders, and to allow for major comments prior to investment of significant design effort in design details. The 95% (independent check) submittal will be provided as a final plan check opportunity by the County to ensure prior comments have been addressed prior to bidding. Addressing new design comments provided by the County after the 95% (independent check) design package has been submitted would be provided as an additional service with additional fee to be negotiated prior to the start of design revisions.

The approach listed below will best address the scope of improvements listed in our understanding of the project and will be built upon during the preparation of intermediate design submittals by adding plan information and detail sheets until a complete, buildable and biddable package is reached.

Below is an estimated count of plan sheets:

Sheet Name	Number of Sheets	Drawing Scale
Title Sheet (w/ General Notes)	1	Not to scale
Typical Cross Sections	1	Not to scale
Water Pollution Control	1	40
Layout Plan	1	20
Construction Details	1	Not to Scale
Drainage and Utilities Plan	1	20
Pavement Delineation/Sign Plan	1	40
Electrical Plan (Lighting)	1	20
Total Sheets	8	

Task 3.1. 65% PS&E

The 65% Plans will be the first “plan sheet” submittal made to the County for review. The 65% plan set will include all of the sheets shown above. The plans are at the level ready for a detailed quality control check and ready for the utility companies to begin relocation design (“B Plans”) if requires. It is assumed that utility relocation plans will be provided by the utility companies.

Mark Thomas will prepare technical specifications and bid form in the County’s standard format. It is assumed the County will provide the boilerplate contract and general provisions. The basis of the technical specifications will be the 2018 Caltrans Standard Specifications or as required by the County.

An itemized estimate of construction costs will be prepared using recent bid summaries for similar projects in the vicinity of the County. Prices will be adjusted using engineering judgement that reflects the project location and the quantity of each item. Mark Thomas will coordinate 65% plan review meeting with stakeholders. The 65% PS&E will be submitted to the County for review and comment

Task 3.2. 95% (Independent Check) PS&E

Mark Thomas will coordinate and collect the County’s comments and prepare a Comment Response Matrix listing the comment, source, and proposed resolution. Prior to starting further revisions to the designs, Mark Thomas will arrange a meeting with County Staff to review the comments received, discuss any questions and confirm the resolutions.

Once the comment resolutions are agreed upon, Mark Thomas will update the PS&E to the 95% design level. The 95% PS&E will be provided to the County for review and comment.

Task 3.3. 100% (Bid Set) PS&E

Mark Thomas will coordinate and collect the County’s comments and prepare a Comment Response Matrix listing the comment, source, and proposed resolution. If necessary, Mark Thomas will arrange a meeting with County Staff to review the comments received, discuss any questions and confirm the resolutions.

Once the comment resolutions are agreed upon, Mark Thomas will update the PS&E to the 100% design level. The 100% PS&E will be of sufficient detail for the County to use in bidding and constructing the project improvements. The 100% plans and specifications will be signed and sealed by a professional civil engineer in responsible charge of the work.

100% PS&E will be submitted to the County in hardcopy and electronic format. Signed plans will be provided in PDF format. AutoCAD files for the drawings will be provided if requested. Specifications will be provided electronically in MS Word format.

Task 3.4. Lighting Design

As a subconsultant to Mark Thomas, Y&C will prepare PS&E for safety lighting at the Redway Drive/ Redwood Drive intersection. Y&C will also coordinate with the utility company in identifying electrical service point location. Y&C will provide technical data such as voltage and electrical loading to the County to apply for electrical service.

Y&C's design plans will be submitted in the same plan sets as Mark Thomas design plans at the 65%, 95%, and 100% levels. Project specifications will be submitted as part of the 95% PS&E submittal and revised for the 100% submittal package.

DELIVERABLES

- 65% PS&E (2-11"x17" plan sets)
- 95% PS&E (2-11"x17" plan sets)
- 100% PS&E (1 - 24"x36" Hardcopy and AutoCAD format)
- 100% Specifications (Hardcopy and MS Word format)
- 100% Estimate (Hardcopy and MS Excel format)
- All deliverables to be submitted electronically in pdf format as well

PROJECT SCOPE ASSUMPTIONS

This scope of services is based on the following assumptions:

- The project will be advertised, awarded, and administered by the County and the County will coordinate reproductions of the bid package.
- CEQA/NEPA Documentation will be completed by the County.
- Resource agency permitting is not required as a part of this project.
- Community Engagement Services are not included. Any presentations to community groups, stakeholders or the County Board will be prepared by the County Staff.
- The County will lead the effort and will provide rights of entry to private property. The County will obtain and provide encroachment permits, at no fee, for work within public right of way.
- Dry Utility design is not required or included.
- Design services during bidding and construction are not included.
- This scope does not include preparation of an RE file.
- Construction Management Services will be provided by the County.

Attachment B – Cost Proposal & Schedule of Work

COST PROPOSAL FOR PROJECT SCOPE: Humboldt Co - Garberville Complete Streets Project

	MARK THOMAS																	Subconsultants			TOTAL COST		
	Principal	Sr. Engineering Manager	Sr. Technical Lead	Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Technician	LAUD Project Manager	Landscape Architect	Landscape Designer	Intern	Sr. Funding Specialist	Project Accountant	Project Coordinator	Sr. Graphic Designer	Graphic Designer	Total Hours	Total MT Cost	FEHR & PEERS		PARIKH	Y&C
	\$356	\$301	\$215	\$176	\$151	\$115	\$94	\$82	\$161	\$126	\$96	\$53	\$160	\$98	\$88	\$115	\$93			Non-DBE		DBE	DBE
1.0 PROJECT ADMINISTRATION																							
1.1 Project Management	4			8										8	12			32	\$4,667	-	-	-	\$4,667
1.2 Project Team Meetings	2		6	12					8								28	\$5,401	-	-	-	\$5,401	
1.3 Funding Application Support				4		16			4				80			8	24	136	\$19,148	-	-	-	\$19,148
1.4 Quality Control			16														16	\$4,815	-	-	-	\$4,815	
Subtotal Phase 1	6	16	6	24	0	16	0	0	12	0	0	0	80	8	12	8	24	212	\$34,031	\$0	\$0	\$0	\$34,031
2.0 SITE INVESTIGATIONS																							
2.1 Project Initiation & Data Gathering				16			24										40	\$5,069	-	-	-	\$5,069	
2.2 Geotechnical Engineering				4													4	\$703	-	24,858	-	\$25,561	
2.3 Utility Mapping				2	4	16	32										54	\$5,810	-	-	-	\$5,810	
Subtotal Phase 2	0	0	0	22	4	16	56	0	0	0	0	0	0	0	0	0	98	\$11,583	\$0	\$24,858	\$0	\$36,441	
3.0 PRELIMINARY ENGINEERING & CONCEPT PLANS																							
3.1 Parking & Traffic Analysis				6													6	\$1,055	19,582	-	-	\$20,637	
3.2 Develop Corridor Plans				24	60	40	120	60									304	\$34,126	-	-	-	\$34,126	
3.3 Landscape & Streetscape Design				4					40	60	120	40					264	\$28,336	-	-	-	\$28,336	
3.4 Conceptual Lighting Design				2													2	\$352	-	-	4,921	\$5,273	
3.5 Environmental Support				8	4	16											28	\$3,856	-	-	-	\$3,856	
Subtotal Phase 3	0	0	0	44	64	56	120	60	40	60	120	40	0	0	0	0	604	\$67,725	\$19,582	\$0	\$4,921	\$92,228	
TOTAL HOURS	6	16	6	90	68	88	176	60	52	60	120	40	80	8	12	8	24	914					
OTHER DIRECT COSTS																			\$570	\$518	\$7,950	\$32	\$9,070
TOTAL COST	\$2,134	\$4,815	\$1,289	\$15,820	\$10,301	\$10,141	\$16,549	\$4,925	\$8,394	\$7,551	\$11,491	\$2,134	\$12,804	\$788	\$1,051	\$919	\$2,232		\$113,909	\$20,100	\$32,808	\$4,954	\$171,770

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier SubconsultantConsultant: **Mark Thomas & Company, Inc.**Project No. Garberville Complete Streets Project

Contract No. _____

Date 8/4/2020**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$120 - \$150	6	\$ 130.00	\$ 780.00
Sr. Engineering Manager		\$95 - \$125	16	\$ 110.00	\$ 1,760.00
Engineering Manager		\$85 - \$115		\$ 93.75	\$ -
Practice Area Leader		\$85 - \$115		\$ 93.75	\$ -
Sr. Project Manager		\$66 - \$95		\$ 78.50	\$ -
Sr. Technical Lead		\$66 - \$95	6	\$ 78.50	\$ 471.00
Project Manager		\$57 - \$80	90	\$ 64.25	\$ 5,782.50
Technical Lead		\$57 - \$80		\$ 64.25	\$ -
Sr. Project Engineer		\$48 - \$70	68	\$ 55.37	\$ 3,765.16
Sr. Technical Engineer		\$48 - \$70		\$ 55.37	\$ -
Project Engineer		\$44 - \$65		\$ 48.12	\$ -
Design Engineer II		\$37 - \$55	88	\$ 42.12	\$ 3,706.56
Design Engineer I		\$28 - \$48	176	\$ 34.37	\$ 6,048.59
Sr. Technician		\$34 - \$54		\$ 41.00	\$ -
Technician		\$23 - \$45	60	\$ 30.00	\$ 1,800.00
Intern		\$15 - \$30		\$ 19.50	\$ -
Survey Division Manager		\$79 - \$110		\$ 97.00	\$ -
Sr. Survey Manager		\$63 - \$88		\$ 72.50	\$ -
Survey Manager		\$57 - \$74		\$ 61.00	\$ -
Sr. Project Surveyor		\$52 - \$70		\$ 56.00	\$ -
Project Surveyor		\$46 - \$66		\$ 51.25	\$ -
Sr. Surveyor		\$37 - \$60		\$ 46.00	\$ -
Surveyor		\$32 - \$50		\$ 37.00	\$ -
Lead Survey Technician		\$43 - \$60		\$ 48.01	\$ -
Sr. Survey Technician		\$32 - \$53		\$ 37.50	\$ -
Survey Technician		\$22 - \$42		\$ 27.25	\$ -
Survey Intern		\$15 - \$30		\$ 20.00	\$ -
Single Chief		\$42 - \$60		\$ 47.57	\$ -
Single Chainman		\$34 - \$55		\$ 41.81	\$ -
Apprentice		\$18 - \$66		\$ 28.34	\$ -
1 Person Field Crew		\$42 - \$60		\$ 47.57	\$ -
2 Person Field Crew		\$84 - \$105		\$ 93.15	\$ -
3 Person Field Crew		\$118 - \$145		\$ 124.19	\$ -
Sr. LAUD Division Manager		\$78 - \$100		\$ 82.51	\$ -
LAUD Division Manager		\$68 - \$93		\$ 76.00	\$ -
Sr. LAUD Project Manager		\$59 - \$80		\$ 66.50	\$ -
LAUD Project Manager		\$54 - \$75	52	\$ 59.00	\$ 3,068.00
Landscape Architect		\$38 - \$64	60	\$ 46.00	\$ 2,760.00
Landscape Designer		\$26 - \$50	120	\$ 35.00	\$ 4,200.00
Intern		\$15 - \$30	40	\$ 19.50	\$ 780.00
District Manager Engineer		\$72 - \$115		\$ 98.00	\$ -
Deputy District Manager		\$72 - \$115		\$ 85.68	\$ -
Associate Sanitary Engineer		\$50 - \$70		\$ 53.01	\$ -

Assistant Sanitary Engineer		\$45 - \$60		\$ 46.00	\$ -
Sr. Inspector		\$34 - \$57		\$ 41.00	\$ -
Inspector		\$30 - \$50		\$ 34.00	\$ -
Inspector - Apprentice		\$22 - \$44		\$ 24.00	\$ -
Resident Engineer		\$70 - \$99		\$ 81.88	\$ -
ARE/Construction Inspector		\$48 - \$68		\$ 55.20	\$ -
Expert Witness		\$130 - \$165		\$ 153.52	\$ -
Strategic Consulting		\$130 - \$165		\$ 153.52	\$ -
Sr. Funding Specialist		\$50 - \$70	80	\$ 58.50	\$ 4,680.00
Funding Specialist		\$40 - \$60		\$ 47.53	\$ -
Sr. Project Accountant		\$35 - \$59		\$ 44.50	\$ -
Project Accountant		\$30 - \$50	8	\$ 36.00	\$ 288.00
Sr. Project Coordinator		\$35 - \$58		\$ 40.50	\$ -
Project Coordinator		\$27 - \$47	12	\$ 32.00	\$ 384.00
Sr. Project Assistant		\$27 - \$46		\$ 31.50	\$ -
Project Assistant		\$15 - \$38		\$ 24.00	\$ -
Sr. Technical Writer		\$28 - \$52		\$ 35.50	\$ -
Technical Writer		\$15 - \$40		\$ 24.50	\$ -
Sr. Graphic Manager		\$42 - \$65		\$ 48.50	\$ -
Sr. Graphic Designer		\$32 - \$55	8	\$ 41.99	\$ 335.92
Graphic Designer		\$21 - \$48	24	\$ 34.00	\$ 816.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 41,425.73
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 41,425.73

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>74.09%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 30,692.32
f) Overhead & G&A (Rate: <u>70.19%</u>)	g) Overhead [(c) x (f)]	\$ 29,076.72
h) General & Admin (Rate: <u> </u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 59,769.05
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12%	\$ 12,143.37

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	450	Miles	\$0.58	\$ 258.75
Reproductions - Full Size	30	Sheets	\$ 1.00	\$ 30.00
Reproductions - Half Size	90	Sheets	\$ 0.35	\$ 31.50
Miscellaneous	1	LS	\$ 250.00	\$ 250.00
I) TOTAL OTHER DIRECT COSTS				\$ 570.25

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

Subconsultant 1: Fehr & Peers	\$ 20,099.51
Subconsultant 2: Parikh Consultants, Inc.	\$ 32,807.91
Subconsultant 3: Y&C Transportation Consultants, Inc.	\$ 4,954.30
m) TOTAL SUBCONSULTANTS' COSTS	\$ 57,861.72

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 58,431.97

TOTAL COST [(c) + (j) + (k) + (n)] \$ 171,770.12

NOTES:

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

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. Garberville Complete Streets Project Contract No. _____

Date 8/4/2020

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 41,425.73	914	=	\$ 45.32	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 45.32	+	5%	=	\$ 47.59	Year 2 Avg Hourly Rate
Year 2	\$ 47.59	+	5%	=	\$ 49.97	Year 3 Avg Hourly Rate
Year 3	\$ 49.97	+	5%	=	\$ 52.47	Year 4 Avg Hourly Rate
Year 4	\$ 52.47	+	5%	=	\$ 55.09	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	914.0	=	914.0	Estimated Hours Year 1
Year 2	0.00%	*	914.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	914.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	914.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	914.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	914.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 45.32	*	914	=	\$ 41,425.73	Estimated Hours Year 1
Year 2	\$ 47.59	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 49.97	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 52.47	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 41,425.73	
Direct Labor Subtotal before Escalation				=	\$ 41,425.73	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: 

Date of Certification: 8/4/2020

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Fehr & Peers Prime Consultant Subconsultant 2nd Tier Subconsultant
Project No. _____ Contract No. TBD Date: 7/29/2020

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Hourly Rate Ranges	Total
Principal				63.70-121.63	
Senior Associate				54.81-103.85	
Associate in Charge	Adrian Engel	32.0	\$64.90		\$2,076.80
Associate				45.43-70.67	
Senior Engineer/Planner	Cheryl Croshere	8.0	\$40.87	33.65-53.85	\$326.96
Engineer/Planner	Matthew (Chase) McFadden	114.0	\$31.25	28.85-42.79	\$3,562.50
Senior Engineering Technician				34.62-60.10	
Senior Project Coordinator	JoLynn Souto	14.0	\$35.10	29.33-44.71	\$491.40
Senior Project Accountant	Marin Baker		\$34.62	34.62-51.44	
Technician				21.64-35.58	
Project Coordinator			\$23.08	18.00-33.65	
Intern				20.00-30.00	
Total		168.0			\$6,457.66

LABOR COSTS

a) Subtotal Direct Labor Costs \$6,457.66
 b) Anticipated Salary Increases _____
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$6,457.66

INDIRECT COSTS

d) Fringe Benefits (Rate): 71.73% e) Total Fringe Benefits [(c) × (d)] \$4,632.08
 f) Overhead (Rate): 103.94% g) Overhead [(c) × (f)] \$6,712.09
 h) General and Administrative (Rate): _____ i) Gen & Admin [(c) × (h)] _____
 j) **TOTAL INDIRECT COSTS [(e) +(g) + (i)]** \$11,344.17

TOTAL FIXED PROFIT

FIXED FEE k) [(c) + (j)] × Fixed Fee 10% \$1,780.18

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

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)	900	per mile	\$0.575	\$517.50
Equipment Rental and Supplies (itemize)		See attached		
Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.		each		

l) TOTAL OTHER DIRECT COSTS \$517.50

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

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

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS _____

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$517.50

TOTAL COST [(c) + (j) + (k) + (n)] \$20,099.51

NOTES:

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

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

<u>Direct Labor Subtotal</u> per Cost Proposal		<u>Total Hours</u> per Cost Proposal		<u>Avg Hourly</u> <u>Rate</u>		<u>5 Year Contract</u> <u>Duration</u>
\$6,457.66		168	=	\$38.44		Year 1 Avg Hourly Rate

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

	<u>Avg Hourly Rate</u>		<u>Proposed Escalation</u>			
Year 1	\$38.44	+	3.50%	=	\$39.78	Year 2 Avg Hourly Rate
Year 2	\$39.78	+	3.50%	=	\$41.18	Year 3 Avg Hourly Rate
Year 3	\$41.18	+	3.50%	=	\$42.62	Year 4 Avg Hourly Rate
Year 4	\$42.62	+	3.50%	=	\$44.11	Year 5 Avg Hourly Rate

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

	<u>Estimated %</u> <u>Completed Each Year</u>		<u>Total Hours</u> <u>per Cost Proposal</u>		<u>Total Hours</u> <u>per Year</u>	
Year 1	100.00%	*	168.0	=	168.0	Estimated Hours Year 1
Year 2		*	168.0	=		Estimated Hours Year 2
Year 3		*	168.0	=		Estimated Hours Year 3
Year 4		*	168.0	=		Estimated Hours Year 4
Year 5		*	168.0	=		Estimated Hours Year 5
Total	<u>100%</u>		<u>Total</u>	=	<u>168.0</u>	

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

	<u>Avg Hourly Rate</u> <u>(calculated above)</u>		<u>Estimated hours</u> <u>(calculated above)</u>		<u>Cost per Year</u>	
Year 1	\$38.44	*	168.0	=	\$6,457.66	Estimated Hours Year 1
Year 2	\$39.78	*		=		Estimated Hours Year 2
Year 3	\$41.18	*		=		Estimated Hours Year 3
Year 4	\$42.62	*		=		Estimated Hours Year 4
Year 5	\$44.11	*		=		Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$6,457.66
Direct Labor Subtotal before Escalation	=	\$6,457.66
Estimated total of Direct Labor Salary Increase	=	

Transfer to Page 1

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost

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

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

Prime Consultant or Subconsultant Certifying:

Name: Marion Donnelly Title*: Chief Financial Officer
 Signature:  Date of Certification (mm/dd/yyyy): 07/29/2020
 Email: m.donnelly@fehrandpeers.com Phone Number: 925-977-3200
 Address: 100 Pringle Avenue Suite 600 Walnut Creek CA 94596

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

List services the consultant is providing under the proposed contract:

As a sub to Mark Thomas, we will be providing a parking analysis memo and downtown traffic analysis memo.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: PARIKH Consultants Inc.

Project No. _____ City of Garberville Contract No. Redwood Road Pavement Date 8 19 2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge	G. Parikh	4.0	\$ 101.17	\$ 404.68
Project Manager- Engineering Manager	D. Wang	8.0	\$ 73.33	\$ 586.64
Sr. Project Engineer	A. Lam	20.0	\$ 67.73	\$ 1,354.60
Project Engineer	E. Ortakci / or TBD	60.0	\$ 49.62	\$ 2,977.20
Senior Staff Engineer	J. Zhang	36.0	\$ 41.59	\$ 1,497.24
Field Engineer	L. S Bhangoo	24.0	\$ 49.73	\$ 1,193.52
Lab. Technician	N. Ahmad	24.0	\$ 36.15	\$ 867.60
Project Geologist	C. Langbein	0.0	\$ 45.32	\$ -
CADD	Staff	4.0	\$ 39.44	\$ 157.76

LABOR COSTS

180.00

a) Subtotal Direct Labor Costs	\$ 9,039.24
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 9,039.24

INDIRECT COSTS @

d) Fringe Benefits (Rate: <u>42.27%</u>)	e) Total Fringe Benefits [(c) x (d)]	3820.89
f) Overhead & G&A (Rate: <u>107.73%</u>)	g) Overhead [(c) x (f)]	9737.97
h) General & Admin (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 13,558.86

@ OH rates are lower than actual reported in 10K form

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	10.00%	2259.81
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Permits -(No fee from City), county	1.00	per permit	\$ 300.00	\$ 300.00
Driller Per Diem (Use State Rates)	3.00	per night/person - 3)	\$ 250.00	\$ 750.00
Drilling,mob-demob	8.00	prevailing wage per hour	\$ 225.00	\$ 1,800.00
Drilling Rig (Est. based on Pre. Wage)	0.75	prevailing wage per shift	\$ 3,500.00	\$ 2,625.00
Traffic Control	1.00	prevailing wage per shift	\$ 1,800.00	\$ 1,800.00
Pavement coring	0.00	prevailing wage per hour	\$ 235.00	\$ -
Grouting	25.00	foot	\$ 7.00	\$ 175.00
Reproduction	2.00	submittal	\$ 50.00	\$ 100.00
Sunland Analytical (corrosion tests)	2.00	set of 4	\$ 200.00	\$ 400.00

l) TOTAL OTHER DIRECT COSTS \$ 7,950.00

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

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

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 7,950.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 32,807.91

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

PARIKH Consultants Inc.

Redwood Road, Garberville

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 9,039.24	180	= \$ 50.22	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$ 50.22	+	3%	=	\$ 51.72
Year 2	\$ 51.72	+	3%	=	\$ 53.28
Year 3	\$ 53.28	+	3%	=	\$ 54.87
Year 4	\$ 54.87	+	3%	=	\$ 56.52
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	100.00%	180.0	180.0	Estimated Hours Year 1
Year 2	0.00%	180.0	0.0	Estimated Hours Year 2
Year 3	0.00%	180.0	0.0	Estimated Hours Year 3
Year 4	0.00%	180.0	0.0	Estimated Hours Year 4
Year 5	0.00%	180.0	0.0	Estimated Hours Year 5
Total	100%	Total	180.0	

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

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$ 50.22	180	= \$ 9,039.24	Estimated Hours Year 1
Year 2	\$ 51.72	0	= \$ -	Estimated Hours Year 2
Year 3	\$ 53.28	0	= \$ -	Estimated Hours Year 3
Year 4	\$ 54.87	0	= \$ -	Estimated Hours Year 4
Year 5		0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$ 9,039.24	
Direct Labor Subtotal before Escalation			= \$ 9,039.24	
Estimated total of Direct Labor Salary Increase			= \$ -	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Gary Parikh

Title *: Senior Principal

Signature: 

Date of Certification (mm/dd/yyyy): 8 19 2020

Email: gparikh@parikhnet.com

Phone number: 408-452-9000

Address: 1497 North Milpitas Boulevard, Milpitas, Ca 95035

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Y&C Transportation Consultants, Inc.

Project No. Garberville Complete St - Redwood Dr

Contract No. _____

Date 8/25/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer XII	Daniel Yau	1.0	\$ 99.68	\$ 99.68
Engineer XI	Kin Chan	4.0	\$ 92.18	\$ 368.72
Engineer VI	Meng Yang	25.0	\$ 55.00	\$ 1,375.00
Engineer II	TBD	16.0	\$ 34.00	\$ 544.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total:				\$ 2,387.40

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,387.40
b) Anticipated Salary Increases (see page 2 for calculations)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 2,387.40

INDIRECT COSTS

d) Fringe Benefits	Rate: <u>51.98%</u>	e) Total fringe benefits [(c) x (d)]	\$ 1,240.97
Overhead	Rate: <u>35.44%</u>	g) Overhead [(c) x (f)]	\$ 846.09
h) General and Administrative	Rate: _____	i) Gen & Admin [(c) x (h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 2,087.07

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>	\$ 447.45
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j) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	50	mile	\$ 0.575	\$ 28.75
Outside Copying (at cost)	1	each	\$ 3.64	\$ 3.64
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 32.39

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

Subconsultant 1: _____	\$ -
Subconsultant 2: _____	\$ -
Subconsultant 3: _____	\$ -
Subconsultant 4: _____	\$ -
m) SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 32.39

TOTAL COST [(c) + (j) + (k) + (n)] \$ **4,954.30**

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

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

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

Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$2,387.40		46.0		\$51.90	

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

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$51.90		0.0%		\$51.90	Year 2 Avg Hourly Rate
Year 2	\$51.90		0.0%		\$51.90	Year 3 Avg Hourly Rate
Year 3	\$51.90		0.0%		\$51.90	Year 4 Avg Hourly Rate
Year 4	\$51.90		0.0%		\$51.90	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50%		46.0		23.0	Estimated Hours Year 1
Year 2	50%		46.0		23.0	Estimated Hours Year 2
Year 3	0%		46.0		0.0	Estimated Hours Year 3
Year 4			46.0		-0.0	Estimated Hours Year 4
Year 5			46.0		0.0	Estimated Hours Year 5
Total	100%		Total		46.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1 \$	51.90		23.0		\$1,193.70	Estimated Hours Year 1
Year 2 \$	51.90		23.0		\$1,193.70	Estimated Hours Year 2
Year 3 \$	51.90		0.0		\$0.00	Estimated Hours Year 3
Year 4 \$	51.90		0.0		\$0.00	Estimated Hours Year 4
Year 5 \$	51.90		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$2,387.40	
			Direct Labor Subtotal before escalation	=	\$2,387.40	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs

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

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

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

Prime Consultant or Suconsultant Certifying:

Name: Daniel Yau Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 08/25/2020

Email: dyau@yctransportation.com Phone Number: (916) 366-8000 x 305


Address: 3250 Ramos Circle, Sacramento, CA 95827

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

List services the consultant is providing under this proposed contract:

Prepare electrical plans, specifications, and estimates.

COST PROPOSAL FOR PROJECT SCOPE: Humboldt Co - Redway Highway Safety Improvement

										SUBS	TOTAL COST	
		Principal	Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Project Accountant	Project Coordinator	Total Hours	Total MT Cost		Y&C DBE
		\$356	\$176	\$151	\$115	\$94	\$98	\$88				
1.0	PROJECT ADMINISTRATION											
1.1	Project Management	2	4				6	6	18	\$2,531	-	\$2,531
1.2	Project Team Meetings		4						4	\$703	-	\$703
1.3	Quality Control			8					8	\$1,212	-	\$1,212
	Subtotal Phase 1	2	8	8	0	0	6	6	30	\$4,446	\$0	\$4,446
2.0	SITE INVESTIGATIONS											
2.1	Project Initiation & Data Gathering		2			6			8	\$916	-	\$916
2.2	Utility Mapping		2		4	12			18	\$1,941	-	\$1,941
	Subtotal Phase 2	0	4	0	4	18	0	0	26	\$2,857	\$0	\$2,857
3.0	FINAL DESIGN											
3.1	65% PS&E		8		12	40			60	\$6,550	-	\$6,550
3.2	95% (Independent Check) PS&E		8		12	40			60	\$6,550	-	\$6,550
3.3	100% (Bid Set) PS&E		4		4	32			40	\$4,173	-	\$4,173
3.4	Lighting Design								0	\$0	5,578	\$5,578
	Subtotal Phase 3	0	20	0	28	112	0	0	160	\$17,274	\$5,578	\$22,852
	TOTAL HOURS	2	32	8	32	130	6	6	216			
	OTHER DIRECT COSTS									\$287	\$370	\$657
	TOTAL COST	\$711	\$5,625	\$1,212	\$3,688	\$12,224	\$591	\$525		\$24,863	\$5,948	\$30,811

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Mark Thomas & Company, Inc.**

Project No. Redway HSIP

Contract No. _____

Date 8/4/2020

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$120 - \$150	2	\$ 130.00	\$ 260.00
Sr. Engineering Manager		\$95 - \$125		\$ 110.00	\$ -
Engineering Manager		\$85 - \$115		\$ 93.75	\$ -
Practice Area Leader		\$85 - \$115		\$ 93.75	\$ -
Sr. Project Manager		\$66 - \$95		\$ 78.50	\$ -
Sr. Technical Lead		\$66 - \$95		\$ 78.50	\$ -
Project Manager		\$57 - \$80	32	\$ 64.25	\$ 2,056.00
Technical Lead		\$57 - \$80		\$ 64.25	\$ -
Sr. Project Engineer		\$48 - \$70	8	\$ 55.37	\$ 442.96
Sr. Technical Engineer		\$48 - \$70		\$ 55.37	\$ -
Project Engineer		\$44 - \$65		\$ 48.12	\$ -
Design Engineer II		\$37 - \$55	32	\$ 42.12	\$ 1,347.84
Design Engineer I		\$28 - \$48	130	\$ 34.37	\$ 4,468.10
Sr. Technician		\$34 - \$54		\$ 41.00	\$ -
Technician		\$23 - \$45		\$ 30.00	\$ -
Intern		\$15 - \$30		\$ 19.50	\$ -
Survey Division Manager		\$79 - \$110		\$ 97.00	\$ -
Sr. Survey Manager		\$63 - \$88		\$ 72.50	\$ -
Survey Manager		\$57 - \$74		\$ 61.00	\$ -
Sr. Project Surveyor		\$52 - \$70		\$ 56.00	\$ -
Project Surveyor		\$46 - \$66		\$ 51.25	\$ -
Sr. Surveyor		\$37 - \$60		\$ 46.00	\$ -
Surveyor		\$32 - \$50		\$ 37.00	\$ -
Lead Survey Technician		\$43 - \$60		\$ 48.01	\$ -
Sr. Survey Technician		\$32 - \$53		\$ 37.50	\$ -
Survey Technician		\$22 - \$42		\$ 27.25	\$ -
Survey Intern		\$15 - \$30		\$ 20.00	\$ -
Single Chief		\$42 - \$60		\$ 47.57	\$ -
Single Chainman		\$34 - \$55		\$ 41.81	\$ -
Apprentice		\$18 - \$66		\$ 28.34	\$ -
1 Person Field Crew		\$42 - \$60		\$ 47.57	\$ -
2 Person Field Crew		\$84 - \$105		\$ 93.15	\$ -
3 Person Field Crew		\$118 - \$145		\$ 124.19	\$ -
Sr. LAUD Division Manager		\$78 - \$100		\$ 82.51	\$ -
LAUD Division Manager		\$68 - \$93		\$ 76.00	\$ -
Sr. LAUD Project Manager		\$59 - \$80		\$ 66.50	\$ -
LAUD Project Manager		\$54 - \$75		\$ 59.00	\$ -
Landscape Architect		\$38 - \$64		\$ 46.00	\$ -
Landscape Designer		\$26 - \$50		\$ 35.00	\$ -
Intern		\$15 - \$30		\$ 19.50	\$ -
District Manager Engineer		\$72 - \$115		\$ 98.00	\$ -
Deputy District Manager		\$72 - \$115		\$ 85.68	\$ -

Associate Sanitary Engineer		\$50 - \$70		\$ 53.01	\$ -
Assistant Sanitary Engineer		\$45 - \$60		\$ 46.00	\$ -
Sr. Inspector		\$34 - \$57		\$ 41.00	\$ -
Inspector		\$30 - \$50		\$ 34.00	\$ -
Inspector - Apprentice		\$22 - \$44		\$ 24.00	\$ -
Resident Engineer		\$70 - \$99		\$ 81.88	\$ -
ARE/Construction Inspector		\$48 - \$68		\$ 55.20	\$ -
Expert Witness		\$130 - \$165		\$ 153.52	\$ -
Strategic Consulting		\$130 - \$165		\$ 153.52	\$ -
Sr. Funding Specialist		\$50 - \$70		\$ 58.50	\$ -
Funding Specialist		\$40 - \$60		\$ 47.53	\$ -
Sr. Project Accountant		\$35 - \$59		\$ 44.50	\$ -
Project Accountant		\$30 - \$50	6	\$ 36.00	\$ 216.00
Sr. Project Coordinator		\$35 - \$58		\$ 40.50	\$ -
Project Coordinator		\$27 - \$47	6	\$ 32.00	\$ 192.00
Sr. Project Assistant		\$27 - \$46		\$ 31.50	\$ -
Project Assistant		\$15 - \$38		\$ 24.00	\$ -
Sr. Technical Writer		\$28 - \$52		\$ 35.50	\$ -
Technical Writer		\$15 - \$40		\$ 24.50	\$ -
Sr. Graphic Manager		\$42 - \$65		\$ 48.50	\$ -
Sr. Graphic Designer		\$32 - \$55		\$ 41.99	\$ -
Graphic Designer		\$21 - \$48		\$ 34.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 8,982.90
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 8,982.90

INDIRECT COSTS

d) Fringe Benefits (Rate: 74.09%)	e) Total Fringe Benefits [(c) x (d)]	\$ 6,655.43
f) Overhead & G&A (Rate: 70.19%)	g) Overhead [(c) x (f)]	\$ 6,305.10
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 12,960.53
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12%	\$ 2,633.21

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reproductions - Full Size	24	Sheets	\$ 1.00	\$ 24.00
Reproductions - Half Size	36	Sheets	\$ 0.35	\$ 12.60
Miscellaneous	1	LS	\$ 250.00	\$ 250.00

l) TOTAL OTHER DIRECT COSTS \$ 286.60

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

Subconsultant 1: Y&C Transportation Consultants Inc. \$ 5,948.21

Subconsultant 2:

m) TOTAL SUBCONSULTANTS' COSTS \$ 5,948.21

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 6,234.81

TOTAL COST [(c) + (j) + (k) + (n)] \$ 30,811.45

NOTES:

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

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. Redway HSIP

Contract No. _____

Date 8/4/2020

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 8,982.90	216	=	\$ 41.59	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 41.59	+	5%	=	\$ 43.67	Year 2 Avg Hourly Rate
Year 2	\$ 43.67	+	5%	=	\$ 45.85	Year 3 Avg Hourly Rate
Year 3	\$ 45.85	+	5%	=	\$ 48.14	Year 4 Avg Hourly Rate
Year 4	\$ 48.14	+	5%	=	\$ 50.55	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	216.0	=	216.0	Estimated Hours Year 1
Year 2	0.00%	*	216.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	216.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	216.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	216.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	216.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 41.59	*	216	=	\$ 8,982.90	Estimated Hours Year 1
Year 2	\$ 43.67	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 45.85	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 48.14	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 8,982.90	
Direct Labor Subtotal before Escalation				=	\$ 8,982.90	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan Title *: Vice President

Signature:  Date of Certification: 8/4/2020

Email: mbrogan@markthomas.com Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Y&C Transportation Consultants, Inc.

Project No. Redway-Redwood HSIP

Contract No. _____

Date 8/25/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer XII	Daniel Yau	2.0	\$ 99.68	\$ 199.36
Engineer XI	Kin Chan	7.0	\$ 92.18	\$ 645.26
Engineer VI	Meng Yang	19.0	\$ 55.00	\$ 1,045.00
Engineer II	TBD	24.0	\$ 34.00	\$ 816.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Total:			52.0	\$ 2,705.62

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,705.62	
b) Anticipated Salary Increases (see page 2 for calculations)	\$ -	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 2,705.62	

INDIRECT COSTS

d) Fringe Benefits	Rate: <u>51.98%</u>	e) Total fringe benefits [(c) x (d)]	\$ 1,406.38
Overhead	Rate: <u>35.44%</u>	g) Overhead [(c) x (f)]	\$ 958.87
h) General and Administrative	Rate: _____	i) Gen & Admin [(c) x (h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 2,365.25

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%	\$ 507.09
--	------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	550	mile	\$ 0.575	\$ 316.25
Express Mail (at cost)	1	each	\$ 40.00	\$ 40.00
Outside Copying (at cost)	1	each	\$ 14.00	\$ 14.00
			\$	-
			\$	-
l) TOTAL OTHER DIRECT COSTS				\$ 370.25

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

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

m) SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 370.25

TOTAL COST [(c) + (j) + (k) +(n)] \$ 5,948.21

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

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

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

Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$2,705.62		52.0		\$52.03	

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

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$52.03		0.0%		\$52.03	Year 2 Avg Hourly Rate
Year 2	\$52.03		0.0%		\$52.03	Year 3 Avg Hourly Rate
Year 3	\$52.03		0.0%		\$52.03	Year 4 Avg Hourly Rate
Year 4	\$52.03		0.0%		\$52.03	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50%		52.0		26.0	Estimated Hours Year 1
Year 2	50%		52.0		26.0	Estimated Hours Year 2
Year 3	0%		52.0		0.0	Estimated Hours Year 3
Year 4			52.0		0.0	Estimated Hours Year 4
Year 5			52.0		0.0	Estimated Hours Year 5
Total	100%		Total		52.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$ 52.03		26.0		\$1,352.81	Estimated Hours Year 1
Year 2	\$ 52.03		26.0		\$1,352.81	Estimated Hours Year 2
Year 3	\$ 52.03		0.0		\$0.00	Estimated Hours Year 3
Year 4	\$ 52.03		0.0		\$0.00	Estimated Hours Year 4
Year 5	\$ 52.03		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$2,705.62	
			Direct Labor Subtotal before escalation	=	\$2,705.62	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs

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

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

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

Prime Consultant or Suconsultant Certifying:

Name: Daniel Yau Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 08/25/2020

Email: dyau@yctransportation.com Phone Number: (916) 366-8000 x 305

Address: 3250 Ramos Circle, Sacramento, CA 95827

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

List services the consultant is providing under this proposed contract:

Prepare electrical plans, specifications, and estimates.

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)



7.0 SUPPLEMENTAL DOCUMENTATION

County of Humboldt
Professional Design Engineering Services

RFQ No. DPW2020-001
Page 31

**REQUEST FOR QUALIFICATIONS – NO. DPW2020-001
PROFESSIONAL DESIGN ENGINEERING SERVICES**

**ATTACHMENT F – LAPM EXHIBIT 10-01 – CONSULTANT PROPOSAL DBE COMMITMENT
(SUBMIT WITH STATEMENT OF QUALIFICATIONS)**

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

- 1. Local Agency: County of Humboldt 2. Contract DBE Goal: 14%
- 3. Project Description: Garberville Complete Streets Project and Redway Drive/Redwood Drive Intersection Highway Safety Project
- 4. Project Location: County of Humboldt
- 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Civil Engineering, Feasibility, Laboratory Testing & Analysis, Geotechnical	20259	Parikh Consultants, Inc. (408) 452-9000 1497 N. Milpitas Blvd Milpitas, CA 95035	TBD
Civil Engineering, Traffic Engineering, Feasibility & Safety Studies	28989	Y&C Transportation Consultants, Inc. (916) 366-8000 3250 Ramos Circle Sacramento, CA 95827	TBD

Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	
17. Local Agency Contract Number: _____	_____	%TBD	
18. Federal-Aid Project Number: _____	_____		
19. Proposed Contract Execution Date: <u>9-29-2020</u>	_____		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
<u>JAB</u> 20. Local Agency Representative's Signature	<u>9-29-20</u> 21. Date	<u>R.M. Brogan</u> 12. Preparer's Signature	<u>05/29/2020</u> 13. Date
<u>Jeffrey A. Ball</u> 22. Local Agency Representative's Name	<u>707.445.7377</u> 23. Phone	<u>R. Matt Brogan</u> 14. Preparer's Name	<u>(916) 381-9100</u> 15. Phone
<u>Assoc. Civil Engineer</u> 24. Local Agency Representative's Title		<u>Principal/Division Manager</u> 16. Preparer's Title	

Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2)

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Humboldt 2. Contract DBE Goal: 14%
 3. Project Description: Garberville Complete Street Project
 4. Project Location: Humboldt County
 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$171,770
 8. Total Dollar Amount for **ALL** Subconsultants: \$57,862 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical	20259	Parikh Consultants, Inc. 1497 N Milpitas Blvs, Milpitas, CA 95035 (408) 452-9000	\$32,808
Traffic Lighting	28989	Y&C Transportation Consultants, Inc., 3250 Ramos Circle, Sacramento, CA 95827 (916) 366-8000	\$4,954
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>321616</u>	14. TOTAL CLAIMED DBE PARTICIPATION		\$37,762
21. Federal-Aid Project Number: <u>RPL 590(167)</u>			21.9%
22. Contract Execution Date: <u>9-29-2020</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
<u>JAB</u> 23. Local Agency Representative's Signature Jeffrey A. Ball	<u>9-29-20</u> 24. Date 707.445.7377	<u>R.M. Brogan</u> 15. Preparer's Signature R. Matt Brogan	<u>09/02/2020</u> 16. Date (916) 381-9100
25. Local Agency Representative's Name Assoc. Civil Engineer	26. Phone	17. Preparer's Name Principal/Vice President	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Humboldt 2. Contract DBE Goal: 14%
 3. Project Description: Redway Drive/Redwood Drive Intersection Highway Safety Project
 4. Project Location: Humboldt County
 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$30,811
 8. Total Dollar Amount for ALL Subconsultants: \$5,984 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Lighting	28989	Y&C Transportation Consultants, Inc., 3250 Ramos Circle, Sacramento, CA 95827 (916) 366-8000	\$5,984
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>321618</u>			14. TOTAL CLAIMED DBE PARTICIPATION \$5,984 19.3%
21. Federal-Aid Project Number: <u>HSIP 5904(181)</u>			
22. Contract Execution Date: <u>9-29-2020</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <u>R.M. Brogan</u> <u>09/02/2020</u> 15. Preparer's Signature 16. Date R. Matt Brogan (916) 381-9100 17. Preparer's Name 18. Phone Principal/Vice President 19. Preparer's Title
<u>JAB</u> 23. Local Agency Representative's Signature	<u>9-29-20</u> 24. Date		
<u>Jeffrey A. Ball</u>	<u>707.445.7377</u>		
25. Local Agency Representative's Name <u>Assoc. Civil Engineer</u>	26. Phone		
27. Local Agency Representative's Title			

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)

GOOD FAITH EFFORTS
LAPM EXHIBIT 15-G IS
NOT REQUIRED. SINCE
DBE GOAL MET.

**Attachment F – Consultant Certification of Contract Costs and Financial management
System (Exhibit 10-K for Prime and Subconsultants)**

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

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

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

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

Indirect Cost Rate:

Combined Rate 144.28 % OR

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

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * 01/01/2019 - 12/31/2019

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:


- Total participation amount \$ 84,667,659.51 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is one.
- Years of consultant’s experience with 48 CFR Part 31 is 30+ years.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

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

Name**: R. Matt Brogan

Title**: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 08/04/2020

Email**: mbrogan@markthomas.com

Phone Number**: (916) 381-9100

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

- Distribution:**
- 1) Original - Local Agency Project File
 - 2) Copy - Consultant
 - 3) Copy - Caltrans Audits and Investigations

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

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

Consultant's Full Legal Name: Fehr & Peers

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

Indirect Cost Rate:

Combined Rate 175.67 % OR

Home Office Rate n/a % and Field Office Rate (if applicable) n/a %

Facilities Capital Cost of Money n/a % (if applicable)

Fiscal period * 12/29/2018-12/27/2019

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 87,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 31.
- Years of consultant's experience with 48 CFR Part 31 is 36.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

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

Name**: Marion Donnelly
 Signature: Marion Donnelly Digitally signed by Marion Donnelly
Date: 2020.06.16 16:46:33 -0700'
 Email**: m.donnelly@fehrandpeers.com

Title**: Chief Financial Officer
 Date of Certification (mm/dd/yyyy): 06/16/2020
 Phone Number**: 925-977-3214

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

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

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

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

Consultant's Full Legal Name: PARIKH CONSULTANTS, INC.

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

Indirect Cost Rate:

Combined Rate 173.15 % **OR**

Home Office Rate 173.15 % and Field Office Rate (if applicable) na %

Facilities Capital Cost of Money na % (if applicable)

Fiscal period * 2/1/2018 to 1/31/2019

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:


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

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

All A&E Contract Information:

- Total participation amount \$ 13,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ONE.
- Years of consultant’s experience with 48 CFR Part 31 is 27 YEARS.
- Audit history of the consultant’s current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov’t ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov’t ICR Audit

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

Name**: GARY PARIKH Title**: PRINCIPAL
 Signature:  Date of Certification (mm/dd/yyyy): 08/19/2020
 Email**: gparikh@parikhnet.com Phone Number**: 408-452-9000

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

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

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

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

Consultant's Full Legal Name: Y&C Transportation Consultants, Inc.

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

Indirect Cost Rate:

Combined Rate 87.42 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2018 - 12/31/2018

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 5,183,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 23.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

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

Name**: Daniel Yau

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 08/25/2020

Email**: dyau@yctransportation.com

Phone Number**: (916) 366-8000 x 305

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

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

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3) Copy - Caltrans Audits and Investigations

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



County of Humboldt
Professional Design Engineering Services

RFQ No. DPW2020-001
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Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. fee based on results <input type="checkbox"/> f. other _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12. (attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Brandy Foust</u> Print Name: <u>Brandy Foust</u> Title: <u>Operations Manager</u> Telephone No.: <u>(916) 773-1900</u> Date: <u>05/27/2020</u></p>	

Not Applicable

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QUALIFICATIONS



County of Humboldt
Professional Design Engineering Services

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Page 38


Local Assistance Procedures Manual

Not Applicable

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) _____	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
	Signature: 	
	Print Name: Gary Parikh	
	Title: Senior Principal	
	Telephone No.: (408) 452-9000	Date: 05/26/2020
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Standard Form LLL Rev. 04-28-06

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Lobbying Activities</i></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: <u>Daniel Yau</u> Title: <u>President, Y&C Transportation Consultants, Inc.</u> Telephone No.: <u>(916) 366-8000 x 305</u> Date: <u>05/22/2020</u></p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

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Attachment H – Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2020

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

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

PRODUCER Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services	
	PHONE (A/C, No, Ext): 866-966-8928	FAX (A/C, No): 408-271-1802
E-MAIL ADDRESS: certs@aseroins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Co of Hartford		20478
INSURER B: Continental Insurance Company		35289
INSURER C: American Casualty Company of Reading, PA		20427
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 57110026

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible - None GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6078951385	9/15/2019	9/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6078951371	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			6078951399	9/15/2019	9/15/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Deductible - None \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	6078951418	9/15/2019	9/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased, Borrowed Or Rented Equipment			6078951385	9/15/2019	9/15/2020	Per Item Limit: \$100,000 Per Occurrence Limit: \$100,000
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2019	9/15/2020	Limit/ Deductible: \$1,000,000/\$5,000

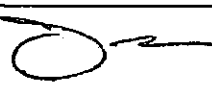
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SA-20147 - Humboldt Co - Garberville Complete Street Project & Redway Drive/Redwood Drive Intersection Highway Safety Project
 County of Humboldt, and its agents, officers, officials, employees and volunteers, as additional insureds.

The Workers Compensation / Employers Liability Deductible is none.

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

CERTIFICATE HOLDER**CANCELLATION**

SA-20147 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  Joe Longwello
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY Asero Insurance Services		NAMED INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

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

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached from CNA75079XX (10-16).
Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX, (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).
Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Page 1 of 2

Policy No: 6078951385
Endorsement No:
Effective Date: 9/15/2019-9/15/2020

Insured Name: MARK THOMAS & COMPANY, INC.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2

Policy No: 6078951385
Endorsement No:
Effective Date: 9/15/2019-9/15/2020

Insured Name: MARK THOMAS & COMPANY, INC.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE	
Name Of Person Or Organization:	
	Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: <ol style="list-style-type: none"> 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations

<p>“Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form.”</p>

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: MARK THOMAS & COMPANY, INC.</p> <p>Endorsement Effective Date: 09/15/2019</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p style="text-align: center;">Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:</p> <ol style="list-style-type: none"> 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2020

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: certificates@dealeyrenton.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134	INSURER A: XL Specialty Insurance Co. 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 900941031 **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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						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 & Contractor's Pollution Liability			DPR9962278	7/1/2020	7/1/2021	Per Claim \$4,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: SA-20147 - Humboldt Co - Garberville Complete Street Project & Redway Drive/Redwood Drive Intersection Highway Safety Project

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