



# COUNTY OF HUMBOLDT

For the meeting of: 8/15/2023

---

File #: 23-1086

---

**To:** Board of Supervisors

**From:** Public Works

**Agenda Section:** Consent

**Vote Requirement:** Majority

**SUBJECT:**

Second Amendment to the Consultant Services Agreement with Mark Thomas and Company, Inc. Regarding the Provision of On-Call Engineering and/or Environmental Services

**RECOMMENDATION(S):**

That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute, the attached second amendment to the consultant services agreement with Mark Thomas and Company, Inc. regarding the provision of on-call engineering and/or environmental services; and
2. Direct the Clerk of the Board to return one (1) fully executed original copy of the attached second amendment to the consultant services agreement with Mark Thomas and Company, Inc. to the Department of Public Works for further processing.

**SOURCE OF FUNDING:**

Road Fund (1200); Federal Highway Administration Emergency Relief Storm Damage Funds; Federal Emergency Management Agency Public Assistance Grants; California Governor's Office of Emergency Services; Federal Highway Safety Improvement Program; California Transportation Improvement Program; California Active Transportation Program

**DISCUSSION:**

On Oct. 5, 2021, the Humboldt County Department of Public Works issued a Request for Qualifications ("RFQ") for the purpose of selecting a qualified consultant to provide engineering and/or environmental services for roadway and bridge construction projects on an on-call basis. The RFQ followed the selection process set forth in Chapter 10 of the California Department of Transportation's Local Assistance Procedures Manual. The statements of qualifications submitted in response to the RFQ for on-call engineering and/or environmental services were evaluated and ranked by a selection committee comprised of county staff. The final ranking of the statements of qualifications was issued on Nov. 23, 2021.

On March 8, 2022, the Board of Supervisors approved, and authorized the Chair of the Board to execute, a consultant services agreement with Mark Thomas and Company, Inc. regarding the provision of engineering and/or environmental services on an on-call basis (Attachment 1). The attached consultant services agreement with Mark Thomas and Company, Inc. has a term of five (5) years, March 1, 2022 through Feb. 28, 2027, and maximum total amount payable of \$2.5 million.

On July 19, 2022, the Board of Supervisors approved and authorized the Chair of the Board to execute, the attached first amendment (Attachment 2) included a subconsultant’s specific rate of compensation cost proposal that was errantly left out of the original consultant services agreement. The first amendment did not increase the maximum amount payable.

The attached second amendment (Attachment 3) corrects the maximum amount payable stated in Article V Section P. to be \$2,500,000.00.

Accordingly, the Department of Public Works recommends that the Board of Supervisors approve, and authorize the Chair of the Board to execute, the attached second amendment to the consultant services agreement with Mark Thomas and Company, Inc. regarding the provision of on-call engineering and/or environmental services.

**FINANCIAL IMPACT:**

<b>Expenditures</b>	<b>FY22-23</b>	<b>FY23-24 *</b>	<b>FY24-25 *</b>	<b>FY25-26 *</b>	<b>FY26-27 *</b>
Budgeted Expenses	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
<b>Total Expenditures</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>

*\*Projected amounts are estimates and are subject to change.*

**Narrative Explanation of Financial Impact:**

The maximum amount payable for any and all engineering and/or environmental services provided, and costs and expenses incurred, pursuant to the terms and conditions of the attached first amendment to the consultant services agreement with Mark Thomas and Company, Inc. shall not exceed \$2,500,000. Funding is dependent on the type of project for which the services are provided. On-system storm damage road projects are 88.53% funded by the Federal Highway Administration and the remaining 11.47% is funded by the Humboldt County Roads Division. Off-system road storm damage projects are 75% funded by the Federal Emergency Management Agency, 18.75% will be funded by the California Governor’s Office of Emergency Services and the remaining 6.25% will be funded by the Humboldt County Roads Division. Projects conducted as part of the Federal Highway Safety Improvement Program and the California Active Transportation and Transportation Improvement Programs are 100% funded by grants offered through the Federal Highway Administration and the California Transportation Commission. For budgeting purposes, the estimate for each fiscal year is estimated at \$500,000.00 for the five-year contract. There is no financial commitment until a task order has been issued for a specific roadway and/or bridge construction project.

**STAFFING IMPACT:**

**Narrative Explanation of Staffing Impact:**

The second amendment to consultant services agreement with Mark Thomas and Company, Inc. has no impacts to staffing.

**STRATEGIC FRAMEWORK:**

This action supports the following areas of your Board's Strategic Framework

Core Roles: Provide for and maintain infrastructure

New Initiatives: N/A

Strategic Plan: N/A

**OTHER AGENCY INVOLVEMENT:**

California Department of Transportation; Federal Highway Administration; Federal Emergency Management Agency; California Governor's Office of Emergency Services; California Transportation Commission

**ALTERNATIVES TO STAFF RECOMMENDATIONS:**

The Board may choose not to approve the attached second amendment to the consultant services agreement with Mark Thomas and Company, Inc. regarding the provision of on-call engineering and/or environmental services. However, this alternative is not recommended since the county has limited staff to perform such services for the high volume of roadway and bridge construction projects.

**ATTACHMENTS:**

1. Consultant Services Agreement with Mark Thomas and Company, Inc., Dated March 8, 2022
2. First Amendment Mark Thomas and Company, Inc., Dated July 19, 2022
3. Second Amendment to the Consultant Services Agreement with Mark Thomas and Company, Inc.

**PREVIOUS ACTION/REFERRAL:**

Board Order No.: C-23; D-12; D-21

Meeting of: Oct. 5, 2021; March 8, 2022; July 19, 2022

File No.: 21-1400; 22-183; 22-881