Purchase Order No.

CITY OF ARCATA PROFESSIONAL SERVICES AGREEMENT WITH FOR ENGINEERING AND ENVIRONMENTAL SERVICES FOR PHASE 2 OF THE ARCATA ANNIE & MARY TRAIL CONNECTIVITY PROJECT

mι	ınici	This Agreement is made on May 24, , , 2023 between the City of Arcata, a pal corporation (referred to as "City"), and GHD Inc., a corporation (referred to as "Consultant").
		RECITALS
(P	S&E	WHEREAS, the City desires professional services to assist in certain work described briefly as providing ering and environmental services necessary for the completion of the Plans, Specifications & Estimates and the Right-of-Way (ROW) phases of the Arcata Annie & Mary Trail Connectivity Project, referred to as the "Services" or "Project".
pe	rforn	WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to said professional Services, and the City desires to retain Consultant for such Services.
1.	Co	ope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work, impensation" attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order as set out above. No purchase orders are issued without a valid Agreement.
2.	Sta	ndards of Performance:
	A.	Standard of Care. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
	B.	Accuracy of Services. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information. However, City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
	C.	Special Conditions. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: Special Conditions; <u>X</u> No Special Conditions.
	D.	Special Insurance Conditions. Consultant shall comply with all additional terms set forth in Exhibit C "Special Insurance Conditions," if any are so required:
		Special Insurance Conditions; X No Special Insurance Conditions.
3.	Co	mpensation for Services, Payment:
	A.	Compensation. City shall pay Consultant as set forth in Exhibit A, not to exceed \$334,783.39.

- B. *Preparation and Submittal of Invoices*. Consultant shall prepare and submit its invoices to the person and address specified by the City's Designated Representative no more than once per month and no later than the 15th day of each month.
- C. *Payments*. All reasonable efforts will be made by City to pay undisputed invoices within 30 days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion. Payment shall be made to the address specified by Consultant's Designated Representative.
- D. Withholding of Payment. The City may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

- A. Commencement. Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until <u>December 31, 2024</u>. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion*. Consultant shall complete Services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.

C. Suspension and Termination.

- 1) <u>Suspension</u>. At any time and for any reason, the City may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the City has provided written notice to Consultant to re-commence Services.
- 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 3) <u>Project Suspension or Abandonment</u>. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.
- D. *Payments Upon Termination*. In the event of any termination under this Section 4, Consultant will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

- E. Delivery of Project Materials to City. Prior to the effective date of termination, the Consultant will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.
- 5. <u>Independent Contractor</u>: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an agent or employee of the City. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
- 6. <u>Insurance</u>: Consultant shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII. If Special Insurance Conditions are contained in Exhibit C, said conditions shall control.
 - A. Commercial General Liability: Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
 - B. Business Automobile Insurance: ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
 - C. Workers Compensation Insurance: covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - D. Excess or Umbrella Liability Insurance (Over Primary): if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
 - E. Professional or Errors and Omissions Insurance, As Appropriate: written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

- F. General Conditions Pertaining to Insurance:
 - 1) Consultant shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the City. Consultant's policy shall not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
 - 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - 3) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
 - 4) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City's right.
 - 5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.
 - 6) Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
 - 7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the City at or prior to the execution of the Agreement.
 - 8) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
 - 9) The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
 - 10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
- 7. <u>Indemnity</u>: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and

agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- 8. <u>Subcontracting</u>: No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:
 - A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as Consultant is obligated to the City under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
 - C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
- 9. <u>Document Submission and Title to Documents:</u> Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
- 10. <u>Permits and Licenses</u>: Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Arcata business license.
- 11. <u>Modification, Amendment</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not

incorporated in the Agreement is binding on any of the parties.

- 12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
- 13. <u>Audit of Records</u>. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
- 14. <u>Designated Representatives</u>. Consultant and City designate the following specific individuals to act as Consultant's and City's representatives and primary contact persons with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement ("Designated Representative"). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. The Designated Representative is not authorized to receive notices required under this Agreement unless identified under Section 15 below. Either party may change the individual name of the Designated Representative by written notice to the other party.

City Designated Representative:

Consultant Designated Representative:

Name: Emily Sinkhorn	Name:_ Andrea Hilton
Title: Environmental Services Director	Title: Environmental Planning Lead
Phone: (707) 825-2163	Phone: (707) 267-2262
Email: esinkhorn@cityofarcata.org	Email: andrea.hilton@ghd.com

15. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt, excepting that notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail.

Notice to City:

Notice to Consultant:

Name: Karen Diemer	Name: Josh Wolf, PE	
Title: City Manager	Title: Project Director	
Address: 736 F Street	PO Box 1010	
Arcata, CA 95521	Eureka, CA 95502	
Email: citymgr@cityofarcata.org	Email: josh.wolf@ghd.com	
Fax: <u>(707) 822-8018</u>	Fax: (707) 444-8330	

- 16. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.
- 17. <u>Disputes</u>. City and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
- 18. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between City and Consultant for the Services and supersedes all prior written or oral

understandings.

- 19. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- 20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 21. <u>Survival</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 22. <u>Timeliness</u>. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.
- 23. <u>Waiver</u>. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work, Compensation

Exhibit B: Special Conditions None.

Exhibit C: Special Insurance Conditions None.

With the exception of Exhibit C, in the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto. In the event of conflict between the provisions contained in Section 6 of this Agreement and those in Exhibit C, if any, the Exhibit C Special Insurance Conditions shall control.

- 25. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.
- 26. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdf), and verified electronic signatures shall be binding and considered as if an original.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY:	CONSULTANT:
By: Karen T. Diemer DAVID LOYA City Manager ACTING CITY MANAGE	By:
Date: 5/24/23	Date: _May 22, 2023
By: Danielle Allred, Contracts and Special Projects Manager	Employer ID#: _98-0425935
Approved as to form: n/A-Use of approved By: Nancy Diamond, City Attorney	

EXHIBIT "A" SCOPE OF SERVICES AND COMPENSATION

Scope of Services:

Consultant shall provide services necessary for the completion of the Plans, Specifications & Estimates (PS&E) and Right-of-Way (ROW) phases of the Arcata Annie and Mary Trail Connectivity Project, as described in the City's noticed Request for Proposals Arcata Annie & Mary Trail Connectivity Project, Engineering and Environmental Services (June 30, 2021).

Consultant's services are more particularly described in Consultant's updated proposal, dated May 17, 2023, attached and incorporated herein as Exhibit A, Attachment A – "Annie and Mary Trail Project PS&E Phase Updated Scope of Work."

Compensation:

City shall pay Consultant for services, as described in Consultant's Cost Proposal, dated 5/17/2023, attached and incorporated herein as Exhibit A, Attachment B – "Revised Cost Proposal."

Total compensation not to exceed \$334,783.39, without written mutual agreement.

Exhibit "A" - Attachment 1

Annie and Mary Trail Project
PS&E Phase
Updated Scope of Work
May 17, 2023

Task 2. Phase Two (PS&E)

2.1 Project Management and Coordination

This task includes the efforts required for GHD's Project Manager to coordinate team personnel and sub-consultants, maintain the project schedule, and prepare monthly invoicing.

GHD will attend regular standing progress/coordination meetings, including meetings with Caltrans, scheduled on a biweekly basis, or as needed, utilizing remote meeting tools (Microsoft Teams), through the duration of this phase of the project.

GHD shall assist the City with preparation of other documentation, as necessary, to facilitate management of funding and approvals with Caltrans. It is assumed the City will fill out the requisite forms for submittal to Caltrans, with input provided by GHD. GHD will also provide progress reports, if requested, for inclusion in the City's reporting to Caltrans.

This task also includes time for GHD staff to communicate with City of Arcata staff, Caltrans staff, and applicable regulatory and permitting agencies to assist the City with obtaining the necessary permits and approvals for this project. GHD assumes that the City of Arcata will be leading the effort to obtain permits and approvals for this project, with technical and design assistance provided by GHD staff.

Deliverables:

One (1) electronic copy of progress reports, as requested, by the City.

2.2 Environmental Mapping and Studies

2.2.1 Wetland Delineation and Report

The Scope of Work for the Wetland Delineation includes the following components:

- Pre-field work desktop review. The previous Wetland Assessments prepared by SHN for the
 proposed trail alignment will be reviewed to determine the appropriate locations for additional test
 pit investigations.
- Field work
 - Two GHD staff (Senior Botanist and Soil Scientist) would conduct a wetland delineation using methods described in U.S. Army Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory, 1987) and The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (USACE, 2010) to identify potential wetlands and other waters within the project study area. The USACE method relies on a three-parameter approach, in which criteria for hydrophytic vegetation, hydric soils, and wetland hydrology must each be met (present at the point of field investigation) to conclude that an area qualifies as a wetland.
 - Test pit investigations will be selected to:
 - Achieve appropriate coverage and characterization of wetland and upland habitats.
 - Document potential changes in the vegetative community (such as a shift in the dominant species), and

- Determine the approximate boundary line between wetlands and uplands by evaluating the extent of key wetland criteria (hydrology, hydric soils, and hydrophytic vegetation).
- All test pits will be dug to a minimum depth of 16 inches, and the thickness of each soil horizon will be measured. The Munsell Soil Color Chart (Kollmorgen Instruments Corporation, 1998) will be referenced to determine the colors of the moist soil matrix and redoximorphic (redox) features (if present). Soils will be closely inspected for hydric soil indicators, as defined by the NRCS "Field Indicators of Hydric Soils in the United States" (Version 8.1; USDA-NRCS, 2017).
- Hydrology will be examined during the test pit excavations for hydrology indicators (such as water marks, drift deposits, sediment deposits, alpha, alpha-dipyridyl reaction, drainage patterns, geomorphic placement, water-stained leaves, and similar features).
- Post-field visit office work. The results of the field investigation will be presented in a Wetlands
 and Other Waters Delineation Report including descriptions of each test pit and figures showing
 wetland boundaries. The report will also include an updated estimate of the area of potential
 wetland impacts that would result from project construction.

Deliverables: One (1) electronic copy each of the DRAFT and FINAL Wetland Delineation Report.

2.2.2 Environmental Initial Site Assessment

GHD will complete an Initial Site Assessment (ISA) in the Caltrans format, as Caltrans will require an ISA due to work in their right of way (vs a Phase 1 Assessment, which is an equivalent non-Caltrans document). Due to the length of the corridor, all requirements of the ASTM standards cannot be completed. It will be completed under the direct supervision of a California-Professional geologist. Within this scope of work to complete this ISA, SHN will perform the following work tasks:

- Conduct a site inspection of the corridor to identify visual evidence of surface contamination and potential subsurface sources of contamination.
- Conduct a survey of properties along the corridor to identify ones that may use, produce, or store hazardous materials and/or generate hazardous waste.
- Examine aerial photographs of the corridor taken over the past 50 to 60 years, historical Sanborn
 Maps, United States Geological Survey (USGS) topographic maps, as available. These
 examinations will seek to develop a continuous site history dating back to 1940 or the first known
 development of the corridor, whichever is earlier, as recommended by the ASTM guideline.
- Using the ASTM-designated search radii, review federal, state, county, and other regulatory
 agency lists and databases (including Comprehensive Environmental Response Compensation
 and Liability Information System [CERCLIS], National Priorities List [NPL], and Cal-sites) for sites
 with known hazardous materials contamination and/or registered underground storage tanks
 located on or near the corridor.
- Review regulatory agency files, if necessary, for identified contaminated sites to determine if the listed sites are potential hazardous-material threats to the corridor.
- Describe local and regional geological and groundwater conditions in the vicinity of the corridor.
- Complete a land-use questionnaire (supplied by GHD).
- Provide photographs of the corridor and areas of concern.
- Provide one PDF on disc or via download link of the report presenting the results of the
 investigation. The report will include topographic, vicinity, and other maps, and present findings
 regarding current and former operations pertaining to hazardous materials usage, storage, or
 disposal, discuss recognized environmental conditions (RECs), and identify data gaps, if any.

Deliverables:

One (1) electronic copy each of the DRAFT and FINAL Initial Site Assessment

Assumptions:

- City/County will provide authorization for GHD to access the corridor in a timely manner.
- City/County will provide available information regarding the past operations at the parcels (that is not available on GeoTracker) and a preliminary title report.
- City/County will provide GHD at least two names and phone numbers of persons whom GHD can interview or complete the ESA questionnaires. The persons identified should be able to provide information regarding the corridors former and current uses in a timely manner.

2.2.3 Sampling and Analysis Plan

The Sampling and Analysis Plan (SAP) will describe soil and groundwater sampling methods and laboratory analysis if suspected contaminated areas are identified during the Initial Site Assessment. The plan will show areas of potential contamination, proposed sampling locations, and appropriate laboratory analysis for each area.

Deliverables:

One draft and final Sampling and Analysis Plan.

2.2.4 Soil and Groundwater Management Plan

The Soil and Groundwater Management Plan (SGMP) will describe methods to characterize and properly handle and dispose of any contaminated soils and/or groundwater discovered during construction of the trail. Areas where contamination may be present will be determined during the Phase 1 corridor study, although there is a potential for unidentified areas to contain contamination.

Deliverables:

• One (1) electronic copy each of the DRAFT and FINAL Soil and Groundwater Management Plan.

Assumptions/Exclusions:

Exclusions from this scope of work includes but not limited to the following:

- Completing evaluations and/or testing for lead-based paints, asbestos-containing materials, mold, or radon
- Soil and or groundwater sampling (Phase II work)
- · Completing geotechnical or fault studies
- Other tasks not specifically listed in the scope of work above.
- GHD can provide a scope and cost estimate for these tasks currently not included in this scope of work.

2.2.4 Preliminary Environmental Study (PES)

GHD will prepare and submit the Preliminary Environmental Study (PES) form for the City to review in accordance with the Local Assistance Procedures Manual (Exhibit 6-A) for federally-funded projects. GHD will respond to City comments on the PES and prepare the final PES for submittal to the City and Caltrans. The PES form will include the following sections:

- Project Description: The project description will be the same as the CEQA ISMND project description.
- Preliminary Design Information: Preliminary design information will be used as a starting point for the PES and Area of Potential Effect (APE) map. This will include the current design mark ups and study area used for CEQA studies.
- PES Form: Each of the 36 questions included in this section cover the range of resource topics covered by NEPA. For "No" responses, how the mandate of federal law has been met will be

explained in the separate "Notes to Support the Conclusions of the PES Form". For "Yes" responses, a technical study or technical memorandum may be required.

- For purposes of this scope, it is assumed that no additional technical studies will be required beyond those scope items identified in this scope of services.
- Draft APE Map: The draft APE map prepared by GHD will be submitted with the PES form to Caltrans for review/concurrence. The APE map will identify the horizontal and vertical limits of project disturbance, including staging areas, and consideration of potential impacts. The APE will be the basis for the Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR).

Deliverables:

One City review PES, one Caltrans review PES, and one final PES

2.2.5 Natural Environment Study (NES)

The NES will be based on completed CEQA environmental studies. Additional field review will not occur. Avoidance and minimization measures in the NES will be consistent with mitigation measures in the CEQA ISMND.

The most recent version of the California Natural Diversity Database (CNDDB) will be reviewed to determine the location of documented federally-listed and other special-status plant and wildlife species relative to the project site. Additionally, a species list will be obtained from the US Fish and Wildlife Service (USFWS) information for Planning and Consultation (IPaC) and the National Marine Fisheries Service (NMFS). Readily available aerial photography of the project area, soils maps, and hydrology data will also be reviewed.

Results of the final wetland delineation and Botanical and Sensitive Natural Community Survey will be incorporated into the NES. The potential occurrence of special-status plant and wildlife species will be evaluated based on an analysis of onsite habitats, known home ranges and/or distribution of target species, and other biological characteristics. The habitat types present on and bordering the project site will be noted and any wildlife species observed by SHN, as documented in their existing memo, will be recorded.

Up to two (2) rounds of comments from the City and Caltrans will be responded to in order to develop a final NES. All appropriate revisions will be made, and a final version of the document will be submitted to the City for their submittal to Caltrans.

Deliverables:

One City review NES, one Caltrans review NES, and one final NES

2.2.6 Visual Resources Tech Memo

GHD will prepare a Visual Resources Technical Memorandum. The memorandum will focus on potential impacts of any above-ground improvements associated with the project to the aesthetic environment, including a review of consistency with applicable City policies from the General Plan 2030. The technical memorandum will not include a visual simulation of the proposed project. The assessment will relay on the analysis in the CEQA ISMND. The preparation of a Visual Impact Assessment (VIA) or visual simulations is not included in this scope of services.

Deliverables:

One City review memo, one Caltrans review memo, and one final memo

2.2.7 HPSR/ASR

Roscoe and Associates will prepare the Archaeological Survey Report (ASR) and the Historic Property Survey Report (HPSR) for the project based on the existing, recently completed cultural resources investigation for the project. The objective of the cultural resources investigation is to identify known or unknown cultural resources located within the project's APE. This will be accomplished by conducting

background historic research, correspondence with knowledgeable individuals and tribes, an intensive pedestrian field survey, and preparation of an HPSR and ASR per professional reporting standards.

Pre-field research will include conducting background and archival research at local libraries, historical societies, and any other repositories that might contain information about the project area. A formal records check of the APE with a 1/2-mile radius will be conducted by Roscoe and Associates at the Northwest Information Center (NWIC), the regional office of the California Historical Resources Information System located in Rohnert Park, CA. All relevant documents will be reviewed and information pertinent to the project area will be included in the report. Roscoe and Associates will conduct consultations with the Native American Heritage Commission and local Native American tribes throughout the duration of the investigation.

The field survey will be limited to the Happy Valley site and will consist of an intensive pedestrian reconnaissance (10 meter transects) of the APE. Where thick ground cover is present, a trowel or shovel will be used to scrape down to mineral soils to allow for adequate survey. All previously recorded and newly identified historic period or prehistoric cultural resources will be documented on DPR 523 series archaeological site records to a standard consistent with the Department of the Interior guidelines for recording historic resources. This is a Phase I – cultural resources investigation; no collecting and no ground disturbance exceeding 10 centimeters below ground surface will be conducted.

An ASR detailing the regional prehistory, ethnographic/ historic background, Native American consultation, study methods, findings and recommendations will be prepared. Maps will be provided showing the cultural resources survey area, any archaeological site locations, and historic imagery. The final report will be supplied to the County and the NWIC.

Deliverables:

One City review HPSR/ASR, one Caltrans review HPSR/ASR, and one final HPSR/ASR

2.3 Topographic Survey and R/W Mapping

Restructured to Task 3.

2.4 Engineering Studies

2.4.1 Geotechnical Investigation

The work scope described here is intended to provide a comprehensive geotechnical and geologic hazard investigation to describe conditions and hazards along the proposed alignment of the Annie & Mary alignment. The work scope has been refined through the initial scoping of the project and through completion of the 30% design, which was reviewed to develop the scope and fee estimate outlined below. Additional correspondence and field visits with GHD have clarified conceptual design elements, which are reflected in the scope described below.

The investigation consists of an initial reconnaissance phase, followed by more focused site-specific investigations where the nature of the design or the site conditions require. Based on our current understanding of the project, the proposed work scope includes more focused investigations at two potential realignments (Pick/Gilmer site, WTP site) and at a compromised drainage crossing adjacent to West End Road, as described below.

Preliminary Site Reconnaissance

SHN will conduct a reconnaissance inspection along the entire trail alignment to review geologic and surficial conditions that may impact design and construction of the trail. As the Annie & Mary Trail alignment follows a former railroad grade, it is by nature associated with favorable geotechnical conditions. Initial reconnaissance confirms most of the alignment leading from Arcata to the Mad River section follows persistent low gradient natural surfaces associated with low level geologic hazards and stable subgrade soils.

It is assumed that the existing railroad fill materials along the alignment form a durable, strong subgrade surface that supported rail service for many years and can support the proposed trail with minimal GHD, Inc. Agreement for Phase II - PS&E and ROW Phases

Page 14 of 32

Annie & Mary Trail Connectivity Project

improvement. We assume most of the alignment will not require site-specific geotechnical investigation (subsurface investigation, for example) and that general geotechnical recommendations for site preparation and grading will be appropriate.

Sunset Avenue to Mad River:

For the proposed trail segment through Arcata, geotechnical characterization will focus on appurtenant structures adjacent to the trail alignment where access points, at-grade crossings and other hardscape features are proposed.

The current conceptual design includes a parklet under the St. Louis overpass. The potential parklet will be relatively small with minimal grading. We will conduct any necessary subsurface investigation at this location utilizing hand boring equipment to develop adequate recommendations.

At Giuntoli Lane the current design includes two short bridges, stairs, concrete walkways, and possible low retaining walls. Due to the limited access at the site, we will conduct any necessary subsurface investigation utilizing hand boring equipment.

Slope Stability along Mad River (Sta 151+00 to 180+00)

The trail segment along the Mad River is routed along the left bank, varying distances from the top of the stream bank. We will conduct a site reconnaissance focused on documenting the existing stability conditions of the slope. This is a visual, qualitative evaluation.

Culvert (Sta 167+70):

The 30% Design Plans assumed a small bridge adjacent to West End road to span a compromised drainage crossing beneath the trail alignment. However, based on subsequent site reconnaissance it was determined that a bridge was not a feasible design option at the site. Instead, this scope assumes that the existing culvert under West End Rd. will be replaced in its entirety and lengthened to span under the trail. Since no structures will be required at this location, shallow hand borings will be utilized to define geotechnical conditions.

Substation Realignment:

An electrical substation has been constructed on the railroad grade adjacent to the HBMWD site, requiring that the trail be realigned around the substation on the south side. It is assumed that this realignment around the substation will be supported on a retaining wall type consisting of either mechanically stabilized earth embankment (MSE), gravity, or cantilever type wall within an adjacent swale. At the east end of the proposed realignment, the trail will encroach into the slope below West End Road. It's assumed this will not require the development of a retaining wall to support the cut slope.

Specifically, SHN's scope of work at this site will consist of the following:

- Review of the geotechnical investigation report (GHD, 2019) completed for the new substation.
- Review of the topographic survey to be completed by SHN as part of Phase 2.
- Recommendation for the type of retaining wall to be constructed on the north side of the gully west of the substation.
- Definition of design parameters for the wall.

Assumptions:

- A new subsurface investigation is not necessary and is not included in our cost.
- The realigned segment that traverses between West End Road and the new substation will be accommodated by a cut slope and that a retaining wall on this segment is not required.
- Specific recommendations will not be required for the utility pole located on the slope between the substation and West End Road.
- The City will coordinate access to the site for reconnaissance, if needed.

Pavement Recommendations:

General recommendations for pavement design along the entire trail alignment will be provided. This assumes the trail is, for the most part, underlain by stable railroad surfacing.

It's our understanding that a portion of the HBMWD parking lot at the end of the trail is to be paved. SHN will collect soil samples from the parking lot and submit soils to our laboratory to obtain an R-Value. Paving recommendations will be provided for the parking lot, with the results of R-Value laboratory testing.

Infiltration Testing:

To facilitate Low Impact Development design, SHN will complete infiltration testing within the parking lot in general accordance with ASTM 3385 09. SHN will provide the design team with the infiltration rate of the soils.

Assumptions:

 SHN will be provided access to the parking lot to obtain bulk soil samples and conduct infiltration testing.

60 and 90% Review:

SHN will attend up to 3 meetings with the project engineer and design team during the 60 and 90 percent review phases to provide feedback and ensure our recommendations are adequately incorporated.

Deliverables:

• One (1) electronic copy each of the DRAFT and FINAL Geotechnical Report.

Task 2.5 Design

60%, 90%, and 100% no longer included. Realignment retaining wall PS&E no longer included.

Task 2.6 Habitat Mitigation and Monitoring Plan

The desired project design footprint will result in impacts to delineated wetlands and Sensitive Natural Communities. Permitting agencies will require a Habitat Mitigation and Monitoring Plan (HMMP). Wetland mitigation will be described in accordance with the most current Regional Compensatory Mitigation and Monitoring Guidelines for South Pacific Division U.S. Army Corps of Engineers, which also satisfies requirements from the Regional Water Board. GHD will prepare a HMMP to quantify the area of impacted wetland type and Sensitive Natural Community. The HMMP will propose a detailed plan for creation of new protected habitats at the ratio required by regulatory agencies. The detailed plan will identify the location of creation areas, document success criteria, outline monitoring and reporting requirements, and describe provisions for adaptive management, financial assurances, and site maintenance. The HMMP will be developed in coordination with City prior to submission to permitting agencies. The HMMP excludes a civil design/grading design for wetland creation, piezometer installation or monitoring, and/or general groundwater monitoring.

Deliverables:

- Draft and final permit application packages to CDFW, USACE, and the Regional Board
- Draft and final HMMP

Assumptions:

- A single, joint field visit will occur for staff from all three agencies.
- City will complete any permits required to be issued by the City.
- Consultation under Section 7 of the federal Endangered Species Act will not be required.
- The project will not impact any state-listed species and authorization under the California Endangered Species Act will not be required.

- All permit fees will be paid directly to each agency by the City and are excluded from the
 associated cost estimate. Note CDFW now determines permit fees by work location. Thus, three
 separate culverts result in three separate permit fees, based on the cost of construction at each
 location.
- GHD assumes the City will provide groundwater data at the Happy Valley site to inform the HMMP and the wetland creation design will be completed by others.
- The project will impact less than half an acre of wetlands. USACE NWP 14 can only be used for
 projects with under half an acre of wetland impacts. If the project requires additional impacts to
 wetlands, an individual USACE 404 permit will be needed, which requires an alternatives analysis.
 An individual USACE 404 permit can be provided for an additional fee.
- GHD assumes a County Use permit will not be required. GHD emailed Trevor Estlow at the Humboldt County Planning Department to determine if a Use Permit would be required. Trevor responded on February 14, 2023, "Generally, the trail would be considered a Public Use and principally permitted under our code. The only discretionary action I see is the possibility of a Special Permit (SP) for the bridges within a Streamside Management Area. However, we are able to consult with CDFW and waive the SP requirement with their approval. Let me reach out to them and get their take. Hopefully, no discretionary permits are needed from us." As of the date of submittal of this scope to the City, the County has not heard back from CDFW on this detail.

Task 3. Right of Way Engineering

3.1 Project Management and Coordination

This task includes the efforts required for GHD's Project Manager to coordinate team personnel and subconsultants, maintain the project schedule, and prepare monthly invoicing. GHD will attend up to six, onehour regular standing progress/coordination meetings utilizing remote meeting tools (Microsoft Teams), through the duration of this phase of the project.

GHD shall assist the City with preparation of other documentation, as necessary, to facilitate management of funding and approvals with Caltrans. It is assumed the City will fill out the requisite forms for submittal to Caltrans, with input provided by GHD. GHD will also provide progress reports, if requested, for inclusion in the City's reporting to Caltrans.

Deliverables:

One (1) electronic copy of progress reports, as requested, by the City.

3.2 Right-of-Way Engineering Services

Additional Survey and Right of Way Certification Allowance as Needed

SHN will provide engineering services to determine and support any right-of-way needs for the project. The 2020 Preliminary Right of Way Analysis (Analysis) identified areas of potential conflict with adjoining property owners or potential rights of use within the railroad right of way encompassing the new Trail.. SHN understands that within the limits of the City of Arcata, the railroad right of way is subject to Rail Banking which affords the City with rights to use the railroad right of way for the Trail. SHN will assist the City to identify the areas of potential conflict within the railroad right of way and provide the Client with background information, including mapping of the areas of potential conflict, owner names and contact information if available in the public domain, and a description of the conflict, necessary for the Client to pursue resolution. It is SHN's further understanding that the County portion of the proposed trail in the railroad of right of way is not subject to Rail Banking. SHN will assist the Client with research into the rights of adjoining property owners to the railroad road bed. It is further understood that the Humboldt Bay Municipal Water District is a partner in the development of the Trail. SHN will research the District properties adjoining or adjacent to the railroad road bed for use in developing the Trail location. An area of the potential Trail location is between District property and the properties of Zephanian D. Pick and Denise Gilmer. This area may be subject to a Quiet Title action for which SHN will provide a perimeter description of the area in question. With the resolution of potential conflicts within the railroad right of way

GHD, Inc. Agreement for Phase II - PS&E and ROW Phases Annie & Mary Trail Connectivity Project

Page 17 of 32

within the City and the determination of the rights to the railroad road bed in the County, SHN will prepare the appropriate Right of Way Certification.

Deliverables:

- One (1) electronic copy of the Right-of-Way Report itemizing areas of conflict and the impact to the project design for the City's use in pursuing resolution of potential conflict within the City.
- Report of research of property rights adjoining or adjacent to the railroad road bed to be used for the trail.
- Preparation of a perimeter description of the potential Quiet Title Action for the area between Pick/Gilmer and the Humboldt Bay Municipal Water District.
- Preparation of Right of Way Certification documentation based upon the railroad right of way
 within the City of Arcata and based upon the results of finalizing the rights to construct the trail on
 the railroad road bed in the County.
- Digital drawing file of right of way (Civil 3D file and pdf).

Assumptions:

- The trail alignment developed for the Preliminary Design is the basis for the final design with specific revisions described in this scope.
- Temporary Construction Easements will be shown graphically on the design drawings and will not require survey and descriptions.
- City will provide Preliminary Title Reports for areas of identified conflict with adjoining property owners as needed to resolve title rights.
- City will facilitate the acquisition of deeds, easements, temporary construction easements, access rights, etc. in the Rail/Trail right of way held by public agencies.

Exclusions:

- A Record of Survey of the Rail/Trail right of way filed with the Humboldt County Surveyor other than the area adjacent to the Pick and Gilmer properties.
- Additional right of way survey beyond the limits of the primary trail corridor identified in the Preliminary Design.
- No right-of-way acquisitions are included in this scope of services.

3.3 Topographic Survey and R/W Mapping

The previously conducted topographic and right of way surveys for the Rail/Trail are established in the Preliminary Design and the Preliminary Right of Way Analysis prepared by SHN in 2020. The Preliminary Right of Way Analysis (Analysis) identified an area in the Rail/Trail corridor adjacent to the Pick/Gilmer properties (Pick/Gilmer) that has not been surveyed for topography or right of way. The potential Rail/Trail location in the area of Pick/Gilmer will require topographic mapping from the Pick/Gilmer property to the edge of slope, to be compiled into the existing right of way mapping for use in the final design.

The preliminary design of the Rail/Trail based upon the Analysis has further identified several areas that will require additional topographic mapping. These areas were identified and delineated in an email dated March 7, 2023, which included a CAD file prepared by GHD. These areas are described below:

Because of significant changes in the area of the Humboldt Bay Municipal Water District
(HBMWD) facility, a new and revised topographic survey is required from the newly constructed
substation building and driveway along the existing railroad roadbed to West End Road.
Additional topographic survey will be undertaken across West End Road to and including the
facility parking lot. To facilitate geotechnical analysis and conceptual design of the trail
realignment, the topographic survey will extend at least 50 feet west of the western substation
fence and to the bottom of the gully.

- The Giuntoli Road overpass is being considered to be realigned to accommodate a pedestrian
 connection to the Rail/Trail from Boyd Road. The topographic survey for this area will include the
 associated on and off ramp intersections and the intersection West End Road. In addition, a
 topographic survey of the Frank Martin Court driveway and the West End Road intersection will be
 provided to accommodate future pedestrian access.
- An area immediately north The Skateboard Park will be topographically surveyed to provide access to the Rail/Trail.

Pick/Gilmer Record of Survey

SHN understands that to complete a previous agreement with the property owners Pick/Gilmer, a Record of Survey of the common boundary between the two properties will be required. That agreement was limited to setting two monuments along their common boundary line and then filling a Record of Survey map with the Humboldt County Surveyor. In recent discussions regarding the possibility of a Quiet Title action between the Pick/Gilmer property and that of the Humboldt Bay Municipal Water District, an additional alternative to aid in that action would be to survey the entire boundary of Pick/Gilmer. This alternative will require additional research and field survey to verify the entire boundaries of those properties, to set monuments at the property corners of both properties, and to file a more complete Record of Survey of the properties with the Humboldt County Surveyor.

Deliverables:

- Field topographic survey to locate evidence of the railroad roadbed and establish topography of the areas described above.
- Update field survey data and incorporate into the analysis mapping to facilitate the Rail/Trail
 design.
- Provide an AutoCAD Civil 3D file to the design team for use in final design.

Assumptions:

- The trail alignment developed for the Preliminary Design is the basis for the final design.
- Client will provide right of entry for the survey, as needed.
- To the extent practical, client will be responsible for clearing the expanded areas to facilitate the field survey.
- The design of the Rail/Trail will be incorporated into the expanded areas and no additional right of way will be required.

Exclusions:

- A Record of Survey of the Rail/Trail alignment.
- Survey of Temporary Construction Easements.
- Additional topographic survey beyond the limits of the primary trail corridor and the expanded areas described above.

General Assumptions and Exclusions

This proposal is based on the following general assumptions:

- This scope of services does not include anything not specifically described above although additional services can be provided through a contract amendment.
- Street lighting design is limited to solar street lights.
- The scope of services does not include obtaining access agreements or property acquisition
 assistance. The City will be responsible for contacting, negotiating, and securing any temporary or
 permanent right-of-way (including easements) if required for proposed improvements. The City
 will be responsible for valuations, paying of costs and fees, and preparing and recording
 documents.

- The City will lead all coordination with the GRTA and obtain necessary permissions from the GRTA.
- The City shall be responsible for paying all deposits and fees required for the project.
- The scope of services does not include utility relocation assistance. The City will be responsible for coordinating all necessary relocations directly with utility purveyors.
- The Stormwater Pollution Prevention Plan (SWPPP) will be developed by the construction contractor.
- A California Division of State Architect (DSA) Access Compliance Review will not be required.
- The scope does not include bidding, pre-construction, or construction related services. These services, if required, can be provided through a contract amendment.

Exhibit "A" - Attachment 2

REVISED COST PROPOSAL

										EXI	bit ",	- -	Atta	Exhibit "A" - Attachment 2	ent,	CII											
PROJECT NAME: Amis and May Trail PSAE RW, & CE	E RW. & CE										REVIS	ED COS	REVISED COST PROPOSAL	OSAL													
197	Classification	stohes St. False S283.22	Engineer) Sc III	St. Engineer! ScientistifFlance III II S21S.86 \$200.65	1 5190.01	. N	Project Engineeri	Scennar Plante	- Inner	Start Engl	Start Engineer/ Scientist Planner III I I I Vittur SSS.II SSS.	SEXPLINES.	N 15155	CADIORATACH III	Set of se	- 85	# Sec. at	Memin. Support	- 878	Sarverer C	Prevuling Water Samerer Con Inspeting	Total GHD Fees	NHS	SHN (Rev 2.	Rosecoe	opc,s	Totals
Task 2- Phase 1 PS&E Task 2.1 PM, Meetings and Goordenhen	ш	ľ				4 I-					╁	11	4 ⊢														
Plotec Mariasament & Central Controller	nication	Ī		25				9										ņ		Ħ		17,000,74					11,999,71
Tutter Meeting Support	The P. S. Porter Michigan																					2000					2000
	Tesk 2 1 Total Coar		36.00	Di #68 25	\$0.00	20.00	30,00	\$13/275	10.00	30.00	35.00	10,00	0000	00:05	00 95	20,05	30,00	3870.86	30.00	0000	0 81	225,000,73					\$21,002.75
Taris 2.2 February Continues and Continues Taris 2.2 February Continues Cont	T I	Ħ		074			5	24.0		8			8				I					115 (15 8.8)					\$18,050,05
Trax 2.2.5 aminor and Analysis Plan	100000	I					8 14 8	200										re				9010155					\$15970.48 \$131,76
Tark 225 Steffer sour for Separate Paragonal Control of the Contro	Merc Bill House	T		u m m			ĸ	0 4 5	1795				15	p								25.253.25					2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1
Tax 2.2. Vacual Resources Test Verno	-	İ	İ	100				180	3	3		92	e a					400				14.879.78			- Contraction		\$14872.5
Н	Task 2.2 Total Hours		00.03	ST 524.07	000	900	150	1080409	72 00 20 20 20 20 20 20 20 20 20 20 20 20	84.	69.757	100000	20 00 10 00 00 00 00 00 00 00 00 00 00 00	21	0 00	0	000	41	0	0	0	2.00.00		20,000	214 000200		\$0.00
Lond St. Tops Survey & St.W. Mapping	Task 7 & Tom/House	Ī	11	6		11								200	11				11		11	2000	88		2000000	N N	900
Task 7.8 Foundamento Studies	Task 2.3 Total Cost	Ï	20.00	20.02	0000	WQX	20,05	80.08	20,00	80.00	30,00	30,00	80.00	2000	3500	30.00	2000	808	No CK	20.02	20.00	80.08	20,00	20.00			10.70
Task 2.4.1 Goodselvered Invarigation	á	Ī	Ħ	2				P	7						2							52,618,26	\$12,000,00	2211623			20,000,00
The state of the s	- Charles																					2000					333
	Total 2.4 Total Houses		\$0.00	5401.31	0008	0008	00 05	\$1.77.18	351.80	00 00	90 00	00008	90 90	0000	5/67.23	00000	2005	20,08	9008	0000	0 15	W. 214.23	242 BOX 001 1250 BOX 245	N Page Cal	25.30	9.5	527.007.03
Last Dick Character	000000000000000000000000000000000000000		0000	800000																2000	T				-2000	della	
Tack of the Green																											
Total Control of Management Philadesia and Park Control of Management Control of Control	Ach S. Tabul Lines			0				•	4	*	<		4			,	ŀ					2000					33.60
	rask 2.5 rotal Cast		20.00	30,00	50.05	20,00	20 00	30.30	20,00	2005	10.00	20.00	00 03	30,00	30.00	×	50.00	10.00	30.00	20.05	50.00	90.00	90.05	20.00	50.00	50.00	50.50
Lask 2.b Environmental Permits Hander Megaster, and Mericerus Plan (PRAPP)	(HAAP)			•				38	Ш	18			75					Ī	T			\$17,338,36					\$17,338.36
	Task 2.6; Total Hours Task 2.6 Total Cost		20.00	\$1.60523	2000	20.00	20.00	30		30	00 05	0000	20 20 20	00000	00 03	00.03	0	0 00	0 000	0000	0 9	TL 813 449	00,00	80.00	10.00	00.00	10 mm
	Tank 2 . Total Hours			3	ш		1 15	346	2		20,000	R	ia i		LT.		1 1	17	11	a	Ħ		-			1.1	
Tusk 3 - Phage 3 Right of Way Engineering	1000		П	3.5.0000	ш	2000	312 20/20	745,00250	30,613,30	71 C	32/30	31,872,12		-		Mano		51,847,72		80'08	†	1142.387.51	1142.387.51 112.000.00 123,014.75 114.000.00	22,014.75	114,000,00	2070	8182,072,2818
Tank St. Proced Management & General Coordinates	stratem	Ī	T					60 W										,				\$1231.52 25.251.52	Ch Ann Or	444 775 44			X2321.32
Task 3.1 Trins Survey and Rolf Memory	No.	Ī											17						Ħ			\$3,000	33,000,00	To the same			\$34,350,00
Task 3.5 Opticity Purmits				Ī																		2000		Ī			2000
	Tack 2: Total Hours	00.62	20,30	\$1,686,23	98.00	80.00	30.00	13,177,00	90708	0.000	00'05	00006	23 736.20	0 0000	0 0	80.08	80.00	B 157,038	Second	9 00 00	00 30	Ca 666.70	PE 200 1113 117 117 117 117 117 117 117 117 11	416 594 94	40.00	60.00	Contracted and
apc.«									L			L	-	ı							T						1000
Arthoquated Salary Increases																						\$10,174,66					510.174,56
TOTAL HOURS		0		6	0	0	160	368	76	228	38	20	111	21	2			32	ja	.00	0						
TOTAL FEES		50.00	ppros	514 045.81	arros	50.03	£2E £17.92	00 071 123	23.816.40	-	69 754 63	C1 673 13	tro 654 of	25 901 95 CT 774 CT CT 127 TH CT 154 01 CT 177 05	6457.74	to us	- Corno	29 000 42	60.00	00 10		1104 645 60	or the state of th	27 002	000000		\$334,783.39
			1			t			3	4				-	ч	-	1	1	-	2000	The same of		2 Charles	Sud-Purpore	2/4/Alexandra		



EXHIBIT 10-H1 COST PROPOSAL

Note: Mark-ups are Not Allowed

X Prime Consultant

Subconsultant

☐ 2nd Tier Subconsultant

Consultant: GHD Inc.

Project: Annie and Mary Trail - PS&E, R/W, & CE

Date: 5/5/2023

DIRECT LABOR

Classification/Title	Name	hours	Actual or Ave. Hourly Rate	Total
Sr.Engineer/Scientist/ Planner/Surveyor IV	TBD	0	\$80.00	\$0.00
Sr.Engineer/Scientist/ Ptanner/Surveyor III	TBD	0	\$71.00	\$0.00
Sr.Engineer/Scientist/ Planner/Surveyor II	TBD	70	\$66.00	\$4,620.00
Sr.Engineer/Scientist/ Planner/Surveyor I	TBD	0	\$62.50	\$0.00
Pr.Engineer/Scientist/ Planner/Surveyor IV	TBD	0	\$57.50	\$0,00
Pr.Engineer/Scientist/ Planner/Surveyor III	TBD	160	\$52.50	\$8,400.00
Pr.Engineer/Scientist/ Planner/Surveyor II	Andrea Hilton, TBD	368	\$47.50	\$17,480.00
Pr.Engineer/Scientist/ Planner/Surveyor I	TBD	76	\$42.50	\$3,230.00
Staff Engineer/Scientist/ Planner/Surveyor III	TBD	228	\$37.50	\$8,550.00
Staff Engineer/Scientist/ Planner/Surveyor II	TBD	38	\$32,50	\$1,235.00
Staff Engineer/Scientist/ Planner/Surveyor I	TBD	20	\$27.50	\$550.00
CAD/GIS/Tech IV	TBD	111	\$37.50	\$4,162.50
CAD/GIS/Tech III	TBD	21	\$32,50	\$682.50
CAD/GIS/Tech II	TBD	2	\$27.50	\$55.00
CAD/GIS/Tech I	TBD	0	\$22.50	\$0,00
Admin. Support II	TBD	0	\$27.50	\$0.00
Admin. Support II	TBD	32	\$22.50	\$720.00
Admin. Support II	TBD	0	\$17.50	\$0.00
PW Surveyor	TBD	0	\$57,00	\$0.00
PW Construction Inspector	TBD	0	\$57.00	\$0.00
		1,126		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$49,685.00

\$3,346.69

b) Anticipated Salary Increases

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$53,031.69

INDIRECT COSTS

d) Fringe Benefits	(Rate:	35.114%	e) Total F	ringe Benefit	s [(c) x (d)]_	\$18,621.55
f) Overhead	,	(Rate:	136.334%)	g) Overhead [(c) x (f)]	\$72,300.22
h) General and Adm	inistrative	(Rate:	0.000%) i)	Gen & Admin [(c) x (h)]	\$0.00

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

\$90,921.77

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12%

\$17,274.41

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage	567.20	Miles	\$0,560	\$317.63
				\$0.00
				\$0,00
				\$0.00
				\$0.00
	1100	I) TOTAL OTHE	R DIRECT COSTS	\$317.63

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

Subconsultant 1;	Biggs Cardosa	\$0.00
Subconsultant 2:	SHN	\$159,237.89
Subconsultant 3:	Rosco and Associates	\$14,000.00
Subconsultant 4:		
Subconsultant 5:		

m) TOTALSUBCONSULTANTS' COSTS \$173,237.89

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I)+(m)] \$173,555.52

TOTAL COST [(c) + (j) + (k) + (n)] \$334,783.39

ANTICIPATED SALARY INCREASES

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

Direct Labor <u>Subtotal</u>	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$49,685.00	1,126	=	\$44.13	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	\$44.13	+	3.0%	=	\$45.45	Year 2 Avg Hourly Rate
Year 2	\$45.45	+	3.0%	=	\$46,81	Year 3 Avg Hourly Rate
Year 3	\$46.81	+	3.0%	=	\$48.22	Year 4 Avg Hourly Rate
Year 4	\$48.22	+	3.0%	=	\$49.66	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Yea	ar	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	140	1126.0	9	0.0	Estimated Hours Year 1
Year 2	10.00%	5.00	1126.0	皇	112.6	Estimated Hours Year 2
Year 3	60.00%		1126.0	=	675.6	Estimated Hours Year 3
Year 4	30.00%	940	1126.0	¥	337.8	Estimated Hours Year 4
Year 5	0.00%	*	1126.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1126.0	

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	\$44.13	*	0	#/	\$0.00	Estimated Hours Year 1
Year 2	\$45.45	*	113	ᆂ	\$5,117.56	Estimated Hours Year 2
Year 3	\$46.81	*	676	=	\$31,626.49	Estimated Hours Year 3
Year 4	\$48.22	*	338	#	\$16,287.64	Estimated Hours Year 4
Year 5	\$49.66	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direc	t Labor Cost with	Escalation	#)	\$53,031.69	
	Direct Labo	r Subtotal before	Escalation	m	\$49,685.00	
	Estimated	total of Direct La	abor Salary Increase	=	\$3,346.69	

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3 COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS (PS&E PHASE)

Note: Mark-ups are Not Allowed Consultant SHN Consulting Engineers	& Geologis	Marino (410)	☑ Subconsultant	Ц	2nd Tier Subconsultant
Project No. Arcata Annie & Mary Trail C	Connectivity 1	Project-Phase2 Contrac	t No	Date	5/5/2023
DIRECT LABOR Classification/Title		Name	Hours	Actual Hourly Rate	Total
Senior Surveyor*		Tom Herman	28	\$70.00	\$1,960.00
Principal Surveyor*		Matt Herman	70	\$53.58	\$3,750,60
Survey Rodman**		Joseph Stuebing	76	\$66.02	\$5,017.52
Non Field Technician		loseph Stuebing	32	\$32.50	\$1,040.00
Survey Chief**		Mike Lyell	76	\$68.26	\$5,187.76
Non Field Technician		Mike Lyell	40	\$33.99	\$1,359.60
Senior Engineering Geologist*		Gary Simpson	44	\$63.50	\$2,794.00
Senior Geotechnical Engineer*		John Dailey	65	\$55.53	\$3,609.45
Project Geologist		Anson Call	48	\$33.02	\$1,584.96
Project Geologist		Alyssa Troia	20	\$21,50	\$430.00
Technical Writer	Α	Ilison Edrington	3	\$30.16	\$90.48
GIS Specialist		Maya Rose	10	\$26.40	\$264.00
Assistant Project Manager		Alyssa Troia	32	\$21,50	\$688.00
Project Manager/Principal in Charge*		Jared O'Barr	26	\$62,52	\$1,625.52
LABOR COSTS		Total Ho	urs 570	·	
a) Subtotal Direct Labor Costs				\$29,401.89	
 b) Anticipated Salary Increases (see page 2 	for calculati	on)		\$1,987.64	
INDIRECT COSTS d) Fringe Benefits f) Overhead h) General and Administrative	(Rate: (Rate: (Rate:	70.04%)	tal Fringe Benefits [(c) x (d)] g) Overhead [(c) x (f)] i) Gen & Admin [(c) x (h)]	\$21,985.23	
		j) '	TOTAL INDIRECT COSTS	$S[(e) + (g) + (i)]_{a}$	\$56,356.76
FIXED FEE (Rate:	10.00%)	k) TOTAL FIXED FEE	$[(e) + (j)] \times (q)]_{-}$	\$8,774.63
) CONSULTANT'S OTHER DIRECT O	COSTS (OD		ditional pages if necessary)		
Description of Item		Quantity	Unit	Unit Cost	Total
Mileage Costs		720	mi	\$ 0.560	\$403.20
Survey Equipment		7.5	day	\$ 600.00	\$4,500.00
Encroachment Permit for Giuntoli/Frank M	artin Svy	<u> </u>	lump sum	\$ 1,500.00	\$1,500.00
Geotechnical Laboratory Testing		1	lump sum	\$ 2,000.00	\$2,000.00
Recording Fees for Record of Survey		1	lump sum	\$ 500.00	\$500.00
			1) TOTAL OTHER D	IRECT COSTS_	\$8,903,20
			m) TOTAL SUBCONSULT	ANTS' COSTS	
n) TC	TAL OTHI	ER DIRECT COSTS IN	CLUDING SUBCONSULT	'ANTS [(l)+(m)]_	\$8,903.20
			TOTAL COST [(c)	+(j)+(k)+(n)	\$105,424.13

NOTES:

- 1. Key personnel <u>must</u> 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 COST-PLUS-FIXED FEE OR LUMP SUM OR 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	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$29,401.89	570	9,=	\$51.58	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	\$51,58	+	3_5%	=	\$53.39	Year 2 Avg Hourly Rate
Year 2	\$53.39	+	3.5%	=	\$55.26	Year 3 Avg Hourly Rate
Year 3	\$55.26	+	3_5%	=	\$57.19	Year 4 Avg Hourly Rate
Year 4	\$57.19	+	3.5%	=	\$59.19	Year 5 Avg Hourly Rate
Year 5	\$59.19	+	3.5%	==	\$61.26	Year 6 Avg Hourly Rate
Year 6	\$61,26	+	3_5%	=	\$63,41	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Yea	г	Total Hours per Cost Proposal		Total Hours per Year	φ.
Year 1	0.00%	*	570_0	=	0.0	Estimated Hours Year 1
Year 2	10.00%	*	570.0	=	57.0	Estimated Hours Year 2
Year 3	90.00%	*	570.0	=	513,0	Estimated Hours Year 3
Year 4	0.00%	*	570.0	_	0.0	Estimated Hours Year 4
Year 5	0.00%	*	570 0	=	0.0	Estimated Hours Year 5
Year 6	#REF!	*	570.0	-	#REF!	Estimated Hours Year 6
Total	#REF!		Total	=	#REF!	

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	\$51.58	*	0.0	===	\$0.00	Estimated Hours Year 1
Year 2	\$53.39	*	57.0	=	\$3,043.10	Estimated Hours Year 2
Year 3	\$55.26	rk	513.0	2#	\$28,346.44	Estimated Hours Year 3
Year 4	\$57.19	*	00	=	\$0.00	Estimated Hours Year 4
Year 5	\$59.19	*	0.0	#	\$0.00	Estimated Hours Year 5
Year 6	\$61.26	*	#REF!	-	#REF!	Estimated Hours Year 6
	Total Direc	et Labor Cost v	with Escalation	3##	\$31,389,53	
	Direct Lab	or Subtotal be	fore Escalation	122	\$29,401.89	
	Estimated total of	Direct Labor	Salary Increase	:#	\$1,987.64	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 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology})$
- 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

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract

Prime Consultant or Subconsultant Certifying:

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

Name:	Mike Foget	Title *:	CEO	
Signature	di-	Date of Certifi	cation (mm/dd/yyyy):	5/5/2023
Email:	mfoget@shn-engr.com	707 441-8855		
Address:	81	2 West Wabash, Eu	reka, CA 95501	
*An individ	ual executive or financial officer of the consul	tant's or subconsultan	s's organization at a level no lower the	han a Vice President or
	s the consultant is providing under the propose vices as described in the scope of work.	d contract:		

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3 COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS (PS&E PHASE)

Note: Mark-ups are Not Allowed	Prime Consultant		⊡Subconsultant	□ 2n	d Tier Subconsultant
Project No. Arcata Annie & Mary Trail O		Contract No.		Date <u>5/5</u>	/2023
DIRECT LABOR Classification/Title	Name	I	Hours	Actual Hourly	Total
				Rate	
Senior Surveyor*	Tom Herman		8	\$70,00	\$560.00
Principal Surveyor*	Matt Herman		10		\$535.80
Survey Rodman**	Joseph Stuebing		8	\$66.02	\$528.16
Non Field Technician	Joseph Stuebing			\$32,50	\$0.00
Survey Chief**	Mike Lyell		8	\$68.26	\$546.08
Non Field Technician	Mike Lyell		8	\$33.99	\$271.92
Assistant Project Manager	Alyssa Troia		1	\$21,50	\$21,50
Project Manager/Principal in Charge*	Jared O'Barr		1	\$62.52	\$62,52
LABOR COSTS	To	tal Hours	44		
a) Subtotal Direct Labor Costs				\$2,525.98	
b) Anticipated Salary Increases (see page 2	2 for calculation)			\$170,76	
, , , , , ,	,	c) TOTAL	DIRECT LABOR C	$\overline{OSTS[(a)+(b)]}$	\$2,696.74
INDIRECT COSTS		,			
d) Fringe Benefits	(Rate: 74.60%) e) Total Frin	ge Benefits [(c) x (d)]	\$2.011.77	
f) Overhead	(Rate: 70.04%		g) Overhead [(c) x (f)]		
h) General and Administrative	(Rate: 34.90%		en & Admin [(c) x (h)]		
ny General and Administrative	(Nate:	, ,,,,,	in the ritation [(to) it (ii)]	\$771,10	
		j) TOTA	L INDIRECT COSTS	S[(e) + (g) + (i)]	\$4,841.73
FIXED FEE (Rate:	10 00%)	k)	TOTAL FIXED FEI	$E[(c) + (j)] \times (q)]$	\$753.85
() CONSULTANT'S OTHER DIRECT	COSTS (ODC) – ITEMIZE (Ad	d additional page	s if necessary)		
Description of Item	Quan	tity	Unit	Unit Cost	Total
Mileage Costs	16:	5	mi	\$ 0.560	\$92.40
Survey Equipment	3		day	\$ 600,00	\$1,800,00
Recording Fees for Record of Survey	1		lump sum	\$ 500.00	\$500.00
		•	l) TOTAL OTHER D	DIRECT COSTS	\$2,392.40
				-	
-		m) TC	OTAL SUBCONSULT	TANTS' COSTS	
	n) TOTAL OTHER DIRECT	COSTS INCLUI	DING SUBCONSULT	Γ ΑΝΤS [(l)+(m)]	\$2,392.40
				+(j)+(k)+(n)	\$10,684.72

NOTES

- 1. Key personnel <u>must</u> 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 COST-PLUS-FIXED FEE OR LUMP SUM OR 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	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$2,525 98	44	=	\$57.41	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	\$57.41	+	3,5%	=	\$59.42	Year 2 Avg Hourly Rate
Year 2	\$59.42	+	3.5%	=	\$61.50	Year 3 Avg Hourly Rate
Year 3	\$61.50	+	3.5%	=	\$63.65	Year 4 Avg Hourly Rate
Year 4	\$63.65	+	3.5%	=	\$65.88	Year 5 Avg Hourly Rate
Year 5	\$65.88	+	3.5%	=	\$68.18	Year 6 Avg Hourly Rate
Year 6	\$68.18	+	3.5%	=	\$70.57	Year 7 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	
	Completed Each Teal		per Cost Proposar		per Year	
Year 1	0.00%	*	44.0	=	0.0	Estimated Hours Year 1
Year 2	10.00%		44.0	=	4.4	Estimated Hours Year 2
Year 3	90.00%	2 9 656	44.0	=	39.6	Estimated Hours Year 3
Year 4	0.00%	*	44.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%		44.0	=	0,0	Estimated Hours Year 5
Year 6	#REF!	:#::	44.0	=	#REF!	Estimated Hours Year 6
Total	#REF!		Total	=	#REF!	

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	r
Year I	\$57.41	*	00	=	\$0.00	Estimated Hours Year 1
Year 2	\$59.42	*	4.4	=	\$261.44	Estimated Hours Year 2
Year 3	\$61.50	*	39_6	=	\$2,435,30	Estimated Hours Year 3
Year 4	\$63.65	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$65.88	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$68.18	*	#REF!	=	#REF!	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation				\$2,696.74	
	Direct Labor Subtotal before Escalation			=	\$2,525.98	
9	Estimated to	tal of Direct Labor	Salary Increase	=	\$170.76	Transfer to Page 1

NUTES

^{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 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology})$

^{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,

- I Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract

Prime Consultant or Subconsultant Certifying:

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

Name:	Mike Foget	Title *	CEO	
Signature :	3	Date of Certification (mm/	dd/yyyy):	5/5/2023
Email:	mfoget@shn-engr.com	707 441-8855		
Address:		812 West Wabash, Eureka, CA	95501	
*An individ	dual executive or financial officer of the con	sultant's or subconsultant's organization	on at a level no lower than a	Vice President or a
List service	s the consultant is providing under the prop	osed contract:		
Additional/	optional Record of Survey services describe	ed in Phase 2 scope of work.		
×				

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3 COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS (PS&E PHASE)

Project No Arcata Annie & Mary Trai DIRECT LABOR	I Connectivity Pro	oject-Phase3 (Contract No.	H	Date <u>5/4/</u> 2	2023
Classification/Title		Name		Hours	Actual Hourly Rate	Total
Senior Surveyor*		Tom Herman		70	\$70,00	\$4,900.00
Principal Surveyor*		Matt Herman		70	\$53,58	\$3,750.60
Survey Rodman**	4	Joseph Stuebing		16	\$66,02	\$1,056.32
Non Field Technician		Joseph Stuebing		2	\$32,50	\$65.00
Survey Chief**		Mike Lyell		16	\$68,26	\$1,092.16
Non Field Technician		Mike Lyell		16	\$33.99	\$543.84
Senior Surveyor		Walter White		16	\$50.17	\$802,72
Project Manager/Principal in Charge*		Jared O'Barr		10	\$62.52	\$625.20
LABOR COSTS		To	otal Hours	216		
a) Subtotal Direct Labor Costs					\$12,835,84	
b) Anticipated Salary Increases (see page	e 2 for calculation	1)			\$867_73	
			c) T(OTAL DIRECT LABOR C	$\overline{OSTS[(a)+(b)]}$	\$13,703.57
INDIRECT COSTS					> -	
d) Fringe Benefits	(Rate:	74.60%) e) Tot	al Fringe Benefits [(c) x (d)]	\$10,222.87	
f) Overhead	(Rate:	70.04%)	g) Overhead [(c) x (f)]	\$9,597.98	
h) General and Administrative	(Rate:	34.90%	3)	i) Gen & Admin [(c) x (h)]	\$4,782.55	
	_					
			j) T	OTAL INDIRECT COSTS	S [(e) + (g) + (i)]	\$24,603.40
FIXED FEE (Rate:	10.00%))		k) TOTAL FIXED FE	$E[(c) + (j)] \times (q)]_{\underline{\hspace{1cm}}}$	\$3,830.70
) CONSULTANT'S OTHER DIREC	Γ COSTS (ODC) ITEMIZE (Add	l additional p	pages if necessary)		
Description of Item		Quantit		Unit	Unit Cost	Total
Mileage Costs		120		mi	\$ 0.560	\$67.20
Survey Equipment		2		day	\$ 600,00	\$1,200.00
00 10 0				I) TOTAL OTHER D	IRECT COSTS	\$1,267.20
					(G	
				m) TOTAL SUBCONSULT	TANTS' COSTS	
						<u> </u>
	n) TOTAI	L OTHER DIREC	T COSTS IN	CLUDING SUBCONSULT	TANTS [(l)+(m)]	\$1,267.20
				TOTAL COST [(c)	$(+(j)+(k)+(n)]_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{$	\$43,404.87
					19.	

NOTES:

- L Key personnel <u>must</u> 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 COST-PLUS-FIXED FEE OR LUMP SUM OR 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	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$12,835.84	216	=:	\$59.43	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	\$59.43	+	3.5%	= "	\$61.51	Year 2 Avg Hourly Rate
Year 2	\$61.51	+	3.5%	= 1	\$63.66	Year 3 Avg Hourly Rate
Year 3	\$63.66	+	3,5%	#	\$65.89	Year 4 Avg Hourly Rate
Year 4	\$65.89	+	3.5%	=0	\$68,19	Year 5 Avg Hourly Rate
Year 5	\$68.19	+	3 5%	=	\$70.58	Year 6 Avg Hourly Rate
Year 6	\$70.58	+	3.5%	= 1	\$73.05	Year 7 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours	
	Completed Each Year		per Cost Proposal		рег Үеаг	
Year 1	0.00%	1140	216 0	⇒),	0,0	Estimated Hours Year I
Year 2	10.00%	*	216.0	=	21.6	Estimated Hours Year 2
Year 3	90 00%	((46)	216.0	# ·	194.4	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
Year 6	#REF!	1000	216.0	⇒)	#REF!	Estimated Hours Year 6
Total	#REF!		Total	and the second	#REF!	

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	\$59.43	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$61,51	*	21_6	#37	\$1,328.51	Estimated Hours Year 2
Year 3	\$63.66	sk .	194.4	= 1:	\$12,375.07	Estimated Hours Year 3
Year 4	\$65.89	*	0.0	#	\$0.00	Estimated Hours Year 4
Year 5	\$68.19	*	0_0	##(E	\$0.00	Estimated Hours Year 5
Year 6	\$70.58	*	#REF!	#	#REF!	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation				\$13,703.57	
	Direct Labor Subtotal before Escalation Estimated total of Direct Labor Salary Increase			₩1	\$12,835.84	
				## (\$867.73	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 \times 2\% \times 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,

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract

Prime Consultant or Subconsultant Certifying:

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

Name:	Mike Foget	Title *:	CEO	
Signature		Date of Certification (mm/dd	l/yyyy):	5/5/2023
Email:	mfoget@shn-engr.com	707 441-8855		2
Address:		812 West Wabash, Eureka, CA 98	5501	
*An individ	ual executive or financial officer of the cons	ultant's or subconsultant's organization at	a level no lower than a Vice Pres	sident or a Chief
	s the consultant is providing under the propo	sed contract:		
Phase 3 serv	vices as described in the scope of work.			