AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective on _____, 20___, by and between the CITY OF FRESNO, a California municipal corporation (City), and MARK THOMAS & COMPANY, INC., a California corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional on-call Civil Engineering services for the Public Works Capital Improvement Program (Program); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Licensed Professional Engineer and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the City has conducted a qualification-based selection process to obtain professional Civil Engineering Firms to be contracted on an on-call basis for services, as defined by this Agreement, that are to be awarded Task Order work as needed by City; and

WHEREAS, the City may contract with multiple consultants under the qualification-based selection process and award Task Order work on a competitive basis per the selection criteria defined herein and solicited to the contracted consultants; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Public Works Director (Director) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect for three years, subject to any earlier termination in accordance with this Agreement. The City, in its discretion, may extend the Agreement for up to two years additional one-year terms. The Contract Administrator shall have the authority to execute an extension of this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." A separate Notice to Proceed will be issued for

each of the awarded Task Orders, following the Consultant's successful submission of a Proposal, which shall be awarded based on the criteria defined herein. City may, at its discretion, issue concurrent Notices to Proceed, allowing Consultant to perform concurrent Task Orders. By entry into this Agreement and upon City's issuance of a written "Notice to Proceed," City contracts for the services in the specific Task Order. Consultant shall not perform any other Task Order work of the Agreement, and this Agreement shall not be a contract for any other Task Order, until further performance is authorized by City's issuance of a written "Notice to Proceed." It shall, however, remain Consultant's offer to perform all services described herein. In the event Consultant performs services without City's prior written authorization, Consultant will not be entitled to compensation for such services. Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within the agreed upon duration for each individual Task Order from such authorization to proceed.

3. Compensation.

(a) The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal as described in **Exhibit A, Schedule of Fees**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. The Consultant will be reimbursed within thirty days upon receipt by the City's Contract Administrator of itemized invoices in duplicate.

(b) In addition, the Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal of the authorized Task Order.

(c) Specific projects will be awarded to the Consultant through issuance of Task Orders.

(d) After a project to be performed under this Agreement is identified by the City, the City will prepare a Task Order Request For Proposal (RFP) for the specific Task Order. A Task Order RFP will identify the scope of services, expected results, project deliverables and will designate a City Coordinator. If the City contracts with multiple consultants for these services, the RFP will be solicited to the contracted consultants for review. Evaluation criteria will be included in each solicitation. The Task Order RFP will contain evaluation criteria that will identify the best value firm for each task.

- The evaluation criteria may include:
  - Availability of Personnel
  - Staff Capabilities
  - Completion Schedule
  - Experience of Consultant or Sub-Consultants
  - Cost Proposal
  - Completeness

- Past Performance

(e) The Consultant/s shall return a Proposal and a draft Task Order, per **Exhibit D** attached hereto, within the timeframe specified in the Task Order RFP. Failure to respond to an RFP may be considered a breach of contract.

(f) Proposals will be evaluated and ranked based on the defined criteria within the RFP.

(g) Task order cost will be based on wage rates established in the Consultant's on-call contract, and the time and deliverable requirements in the task order

(h) Upon determination of the successful Proposal, City and Consultant will finalize the Task Order. The finalized Task Order shall be signed by both the City and the selected Consultant. The City has the right to not award a Task Order if the Cost Proposal/s are disagreeable to the City.

(i) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(j) Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

(k) The Consultant shall not commence performance of work or services until this Agreement has been approved by the City and notification to proceed has been issued by the City's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

(l) A Task Order is of no force or effect until returned to the City and signed by an authorized representative of the City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the City and a written Notice to Proceed is issued.

(m) The selected Consultant will be reimbursed within thirty days upon receipt by the City's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty calendar days after the performance of work for which the selected Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number. Credits due the City that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the City's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

(n) The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

(o) The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

(p) If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

(q) Task Orders may not be used to amend the language (or the terms) of this Agreement or exceed the scope of work under this Agreement.

(r) The total amount payable by the City for all Task Orders resulting from under this Agreement shall not exceed $ 750,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultants filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Program; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which

may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.

(f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

(g) Any notice of termination sent to Consultant shall include the reason(s) for such termination or state that it is without cause.

5. Confidential Information, Ownership of Documents and Copyright License.

(a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

i. Permission granted to the Consultant to disclose information on one occasion shall not authorize the Consultant to further disclose such information or any other information or disseminate the same on any other occasion.

ii. The Consultant shall not comment publicly to the press or any other media regarding the Agreement or the City's actions on the same, except to the City's personnel or the Consultant's personnel involved

in the performance of this Agreement at public hearings or in response to questions from a Legislative committee.

iii. The Consultant shall not issue any news releases or any public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the City and receipt of the City's written permission.

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement, in any form whatsoever, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or projects of this Program, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

(c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, the Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions

in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies

shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.

(b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council,

commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, lawful or unlawful, contingent or otherwise, direct or indirect, to any party to solicit or procure this Agreement or any rights/benefits hereunder. The City shall have the right, in its discretion, to deduct from any payment to the Consultant under this Agreement, or otherwise recover the full amount of, any rebate, kickback or other consideration paid by the Consultant in violation of any representation or warranty under this section.

(e) Neither the Consultant, nor any firm affiliated with the Consultant, nor any of the Consultant's subcontractors performing any services on a Task Order, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with a Task Order, with the exception of any subcontractor whose services are limited to providing surveying or materials testing information. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with a Task Order unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. An affiliated firm is one which is subject to the control of the same person(s) through joint-ownership or otherwise.

(f) The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement or any ensuing the City construction project/s. The Consultant shall also disclose any current clients who may have a financial interest in the outcome of this Agreement or any ensuing the City construction project/s, which will follow.

(g) The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(h) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(i) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for

each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.

(b) Records of the Consultant's expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Consultant pertaining to this Agreement shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(d) The Consultant's services pursuant to this Agreement shall be provided under the supervision of Ryan Bissegger, and he/she shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Director.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of

services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

(a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written

notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

    (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

    (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

29. RFQ Document. Any Request for Qualifications and documents issued therewith (collectively RFQ) by the City that resulted in selection of the Consultant for entry into this Agreement are hereby incorporated into and made a part of this Agreement. In the event of a conflict between the RFQ and this Agreement (including any Exhibit hereto), this Agreement (including any exhibit hereto) shall take precedence.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Randall Morrison, PE
Assistant Director
Public Works Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

Deputy

No signature of City Attorney required. Standard Document **#DPW-S On Call NonFed Agreement T&M (05-2022)** has been used without modification, as certified by the undersigned.

By: _____
Gustavo Rangel,
Project Manager
Public Works Department

REVIEWED BY:
By: _____, PE
Jesus Avitia, PE 03-02-23
Deputy City Engineer
Public Works Department

Address:
CITY:
City of Fresno
Attention: Gustavo Rangel,
Project Manager
2600 Fresno Street, Room 4016
Fresno, CA 93721-3623
Phone: (559) 621-8634
E-mail: Gustavo.Rangel@fresno.gov

MARK THOMAS & COMPANY, INC.,
a California corporation

By: _____

Name: Zach Siviglia

Title: President
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

Name: R. Matt Brogan

Title: Secretary
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Address:
CONSULTANT:
Mark Thomas & Company, Inc.
Attention: Ryan Bissegger,
Project Manager
7571 North Remington Avenue,
Suite102
Fresno, CA, 93711
Phone: (559) 447- 1938
E-mail: rbissegger@markthomas.com

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D – Task Order Form

EXHIBIT A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (City) and Mark Thomas & Company, Inc., (Consultant)
Public Works Capital Improvement Program (Program)

Services will be on an on-call basis and will include but are not limited to miscellaneous engineering services such as feasibility studies, cost estimates, preparation of exhibits, grant writing, benefit-cost analysis, data collection, on-going engineering support, surveying, engineering landscape review and administration of materials in accordance with grant requirements for current and future Capital Projects. Capital projects may include multipurpose trails, street widenings, grade separations, intersection modifications, and neighborhood improvements. In general:

- Familiarity with various funding applications and grants to include, but not limited to federal, state, and local funding programs and applications
- Preparation of funding abstracts, production, and submittal of applications to funding sources. A copy of each grant application submitted is to be provided to the City
- Ensure all required components of each application are included and adhere to grant evaluation criteria
- Creating funding plans providing a cohesive layout of funding strategies to demonstrate how projects will be funded. Providing dates, timelines, strategies, engineering or informative exhibits for project funding completion as needed
- Prepare engineering concepts, informative exhibits, executive summaries, and other documents using City's templates
- Engineering studies: Traffic; Railroad; Pedestrian; safety; feasibility; etc.
- Engineering Estimates
- Community outreach
- Alternative and Constructability Analysis
- Solicitation and preparation of Letters of Support as needed
- Monthly reporting to the City summarizing the amount of time expended and describing activities undertaken during the previous month
- Post construction performance measure reporting
- Surveying

- Survey support to include, but not limited to producing legal descriptions, maps, and survey crews

- Licensed landscape architect to help review capital projects

SCHEDULE OF FEES

[Schedule of Fees]

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $ _____ Date: 2/13/2023

For Combined Rate	Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%

For Home Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%

	Fee	=	12%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Principal	$ 412.36	N/A	3/1/2023	2/29/2024		$ 146.83	$ 140.00 - $ 190.00
	$ 432.98	N/A	3/1/2024	2/28/2025	5.00%	$ 154.17	$ 147.00 - $ 199.50
	$ 454.62	N/A	3/1/2025	2/28/2026	5.00%	$ 161.88	$ 154.35 - $ 209.48
	$ 477.36	N/A	3/1/2026	2/28/2027	5.00%	$ 169.97	$ 162.07 - $ 219.95
	$ 501.22	N/A	3/1/2027	2/29/2028	5.00%	$ 178.47	$ 170.17 - $ 230.95
Ed Noriega	$ 314.54	N/A	3/1/2023	2/29/2024		$ 112.00	
Sr. Engineering Manager	$ 330.27	N/A	3/1/2024	2/28/2025	5.00%	$ 117.60	
	$ 346.78	N/A	3/1/2025	2/28/2026	5.00%	$ 123.48	N/A
	$ 364.12	N/A	3/1/2026	2/28/2027	5.00%	$ 129.65	
	$ 382.33	N/A	3/1/2027	2/29/2028	5.00%	$ 136.14	

Sr. Engineering Manager	$ 367.56	N/A	3/1/2023	2/29/2024		$ 130.88	$ 105.00 - $ 140.00
	$ 385.94	N/A	3/1/2024	2/28/2025	5.00%	$ 137.42	$ 110.25 - $ 147.00
	$ 405.24	N/A	3/1/2025	2/28/2026	5.00%	$ 144.30	$ 115.76 - $ 154.35
	$ 425.50	N/A	3/1/2026	2/28/2027	5.00%	$ 151.51	$ 121.55 - $ 162.07
	$ 446.78	N/A	3/1/2027	2/29/2028	5.00%	$ 159.09	$ 127.63 - $ 170.17
Engineering Manager	$ 310.55	N/A	3/1/2023	2/29/2024		$ 110.58	$ 96.00 - $ 112.00
	$ 326.08	N/A	3/1/2024	2/28/2025	5.00%	$ 116.11	$ 100.80 - $ 117.60
	$ 342.38	N/A	3/1/2025	2/28/2026	5.00%	$ 121.91	$ 105.84 - $ 123.48
	$ 359.50	N/A	3/1/2026	2/28/2027	5.00%	$ 128.01	$ 111.13 - $ 129.65
	$ 377.48	N/A	3/1/2027	2/29/2028	5.00%	$ 134.41	$ 116.69 - $ 136.14
Design Manager	$ 310.55	N/A	3/1/2023	2/29/2024		$ 110.58	$ 96.00 - $ 112.00
	$ 326.08	N/A	3/1/2024	2/28/2025	5.00%	$ 116.11	$ 100.80 - $ 117.60
	$ 342.38	N/A	3/1/2025	2/28/2026	5.00%	$ 121.91	$ 105.84 - $ 123.48
	$ 359.50	N/A	3/1/2026	2/28/2027	5.00%	$ 128.01	$ 111.13 - $ 129.65
	$ 377.48	N/A	3/1/2027	2/29/2028	5.00%	$ 134.41	$ 116.69 - $ 136.14
Sr. Project Manager	$ 256.58	N/A	3/1/2023	2/29/2024		$ 91.36	$ 74.00 - $ 98.00
	$ 269.40	N/A	3/1/2024	2/28/2025	5.00%	$ 95.93	$ 77.70 - $ 102.90
	$ 282.87	N/A	3/1/2025	2/28/2026	5.00%	$ 100.72	$ 81.59 - $ 108.05
	$ 297.02	N/A	3/1/2026	2/28/2027	5.00%	$ 105.76	$ 85.66 - $ 113.45
	$ 311.87	N/A	3/1/2027	2/29/2028	5.00%	$ 111.05	$ 89.95 - $ 119.12
Sr. Technical Lead	$ 256.58	N/A	3/1/2023	2/29/2024		$ 91.36	$ 74.00 - $ 98.00
	$ 269.40	N/A	3/1/2024	2/28/2025	5.00%	$ 95.93	$ 77.70 - $ 102.90
	$ 282.87	N/A	3/1/2025	2/28/2026	5.00%	$ 100.72	$ 81.59 - $ 108.05
	$ 297.02	N/A	3/1/2026	2/28/2027	5.00%	$ 105.76	$ 85.66 - $ 113.45
	$ 311.87	N/A	3/1/2027	2/29/2028	5.00%	$ 111.05	$ 89.95 - $ 119.12
Project Manager	$ 207.71	N/A	3/1/2023	2/29/2024		$ 73.96	$ 62.00 - $ 77.00
	$ 218.09	N/A	3/1/2024	2/28/2025	5.00%	$ 77.66	$ 65.10 - $ 80.85
	$ 229.00	N/A	3/1/2025	2/28/2026	5.00%	$ 81.54	$ 68.36 - $ 84.89
	$ 240.45	N/A	3/1/2026	2/28/2027	5.00%	$ 85.62	$ 71.77 - $ 89.14
	$ 252.47	N/A	3/1/2027	2/29/2028	5.00%	$ 89.90	$ 75.36 - $ 93.59
Technical Lead	$ 207.71	N/A	3/1/2023	2/29/2024		$ 73.96	$ 62.00 - $ 77.00
	$ 218.09	N/A	3/1/2024	2/28/2025	5.00%	$ 77.66	$ 65.10 - $ 80.85
	$ 229.00	N/A	3/1/2025	2/28/2026	5.00%	$ 81.54	$ 68.36 - $ 84.89
	$ 240.45	N/A	3/1/2026	2/28/2027	5.00%	$ 85.62	$ 71.77 - $ 89.14
	$ 252.47	N/A	3/1/2027	2/29/2028	5.00%	$ 89.90	$ 75.36 - $ 93.59

Sr. Project Engineer	$ 180.22	N/A	3/1/2023	2/29/2024		$ 64.17	$ 54.00 - $ 67.00
	$ 189.23	N/A	3/1/2024	2/28/2025	5.00%	$ 67.38	$ 56.70 - $ 70.35
	$ 198.69	N/A	3/1/2025	2/28/2026	5.00%	$ 70.75	$ 59.54 - $ 73.87
	$ 208.62	N/A	3/1/2026	2/28/2027	5.00%	$ 74.28	$ 62.51 - $ 77.56
	$ 219.05	N/A	3/1/2027	2/29/2028	5.00%	$ 78.00	$ 65.64 - $ 81.44
Sr. Technical Engineer	$ 180.22	N/A	3/1/2023	2/29/2024		$ 64.17	$ 54.00 - $ 67.00
	$ 189.23	N/A	3/1/2024	2/28/2025	5.00%	$ 67.38	$ 56.70 - $ 70.35
	$ 198.69	N/A	3/1/2025	2/28/2026	5.00%	$ 70.75	$ 59.54 - $ 73.87
	$ 208.62	N/A	3/1/2026	2/28/2027	5.00%	$ 74.28	$ 62.51 - $ 77.56
	$ 219.05	N/A	3/1/2027	2/29/2028	5.00%	$ 78.00	$ 65.64 - $ 81.44
Project Engineer	$ 159.85	N/A	3/1/2023	2/29/2024		$ 56.92	$ 50.00 - $ 60.00
	$ 167.85	N/A	3/1/2024	2/28/2025	5.00%	$ 59.77	$ 52.50 - $ 63.00
	$ 176.24	N/A	3/1/2025	2/28/2026	5.00%	$ 62.75	$ 55.13 - $ 66.15
	$ 185.05	N/A	3/1/2026	2/28/2027	5.00%	$ 65.89	$ 57.88 - $ 69.46
	$ 194.30	N/A	3/1/2027	2/29/2028	5.00%	$ 69.19	$ 60.78 - $ 72.93
Cynthia Horner	$ 136.12	N/A	3/1/2023	2/29/2024		$ 48.47	
Design Engineer II	$ 142.93	N/A	3/1/2024	2/28/2025	5.00%	$ 50.89	
	$ 150.08	N/A	3/1/2025	2/28/2026	5.00%	$ 53.44	N/A
	$ 157.58	N/A	3/1/2026	2/28/2027	5.00%	$ 56.11	
	$ 165.46	N/A	3/1/2027	2/29/2028	5.00%	$ 58.92	
Design Engineer II	$ 137.44	N/A	3/1/2023	2/29/2024		$ 48.94	$ 37.00 - $ 55.00
	$ 144.32	N/A	3/1/2024	2/28/2025	5.00%	$ 51.39	$ 38.85 - $ 57.75
	$ 151.53	N/A	3/1/2025	2/28/2026	5.00%	$ 53.96	$ 40.79 - $ 60.64
	$ 159.11	N/A	3/1/2026	2/28/2027	5.00%	$ 56.65	$ 42.83 - $ 63.67
	$ 167.06	N/A	3/1/2027	2/29/2028	5.00%	$ 59.49	$ 44.97 - $ 66.85
Design Engineer I	$ 112.00	N/A	3/1/2023	2/29/2024		$ 39.88	$ 30.00 - $ 45.00
	$ 117.60	N/A	3/1/2024	2/28/2025	5.00%	$ 41.87	$ 31.50 - $ 47.25
	$ 123.48	N/A	3/1/2025	2/28/2026	5.00%	$ 43.97	$ 33.08 - $ 49.61
	$ 129.65	N/A	3/1/2026	2/28/2027	5.00%	$ 46.17	$ 34.73 - $ 52.09
	$ 136.14	N/A	3/1/2027	2/29/2028	5.00%	$ 48.47	$ 36.47 - $ 54.70
Sr. Planner	$ 137.44	N/A	3/1/2023	2/29/2024		$ 48.94	$ 41.00 - $ 55.00
	$ 144.32	N/A	3/1/2024	2/28/2025	5.00%	$ 51.39	$ 43.05 - $ 57.75
	$ 151.53	N/A	3/1/2025	2/28/2026	5.00%	$ 53.96	$ 45.20 - $ 60.64
	$ 159.11	N/A	3/1/2026	2/28/2027	5.00%	$ 56.65	$ 47.46 - $ 63.67
	$ 167.06	N/A	3/1/2027	2/29/2028	5.00%	$ 59.49	$ 49.84 - $ 66.85

Planner II	$ 115.06	N/A	3/1/2023	2/29/2024		$ 40.97	$ 36.00 -	$ 45.00
	$ 120.81	N/A	3/1/2024	2/28/2025	5.00%	$ 43.02	$ 37.80 -	$ 47.25
	$ 126.85	N/A	3/1/2025	2/28/2026	5.00%	$ 45.17	$ 39.69 -	$ 49.61
	$ 133.20	N/A	3/1/2026	2/28/2027	5.00%	$ 47.43	$ 41.67 -	$ 52.09
	$ 139.86	N/A	3/1/2027	2/29/2028	5.00%	$ 49.80	$ 43.76 -	$ 54.70
Planner I	$ 90.63	N/A	3/1/2023	2/29/2024		$ 32.27	$ 28.00 -	$ 35.00
	$ 95.16	N/A	3/1/2024	2/28/2025	5.00%	$ 33.88	$ 29.40 -	$ 36.75
	$ 99.92	N/A	3/1/2025	2/28/2026	5.00%	$ 35.58	$ 30.87 -	$ 38.59
	$ 104.91	N/A	3/1/2026	2/28/2027	5.00%	$ 37.36	$ 32.41 -	$ 40.52
	$ 110.16	N/A	3/1/2027	2/29/2028	5.00%	$ 39.22	$ 34.03 -	$ 42.54
Sr. Technician	$ 140.50	N/A	3/1/2023	2/29/2024		$ 50.03	$ 39.00 -	$ 55.00
	$ 147.53	N/A	3/1/2024	2/28/2025	5.00%	$ 52.53	$ 40.95 -	$ 57.75
	$ 154.91	N/A	3/1/2025	2/28/2026	5.00%	$ 55.16	$ 43.00 -	$ 60.64
	$ 162.65	N/A	3/1/2026	2/28/2027	5.00%	$ 57.92	$ 45.15 -	$ 63.67
	$ 170.78	N/A	3/1/2027	2/29/2028	5.00%	$ 60.81	$ 47.40 -	$ 66.85
Technician	$ 93.66	N/A	3/1/2023	2/29/2024		$ 33.35	$ 23.00 -	$ 40.00
	$ 98.34	N/A	3/1/2024	2/28/2025	5.00%	$ 35.02	$ 24.15 -	$ 42.00
	$ 103.26	N/A	3/1/2025	2/28/2026	5.00%	$ 36.77	$ 25.36 -	$ 44.10
	$ 108.42	N/A	3/1/2026	2/28/2027	5.00%	$ 38.61	$ 26.63 -	$ 46.31
	$ 113.84	N/A	3/1/2027	2/29/2028	5.00%	$ 40.54	$ 27.96 -	$ 48.62
Intern	$ 64.14	N/A	3/1/2023	2/29/2024		$ 22.84	$ 16.00 -	$ 27.00
	$ 67.35	N/A	3/1/2024	2/28/2025	5.00%	$ 23.98	$ 16.80 -	$ 28.35
	$ 70.72	N/A	3/1/2025	2/28/2026	5.00%	$ 25.18	$ 17.64 -	$ 29.77
	$ 74.25	N/A	3/1/2026	2/28/2027	5.00%	$ 26.44	$ 18.52 -	$ 31.26
	$ 77.97	N/A	3/1/2027	2/29/2028	5.00%	$ 27.76	$ 19.45 -	$ 32.82
LAUD Division Manager	$ 250.48	N/A	3/1/2023	2/29/2024		$ 89.19	$ 83.00 -	$ 94.00
	$ 263.01	N/A	3/1/2024	2/28/2025	5.00%	$ 93.65	$ 87.15 -	$ 98.70
	$ 276.16	N/A	3/1/2025	2/28/2026	5.00%	$ 98.33	$ 91.51 -	$ 103.64
	$ 289.96	N/A	3/1/2026	2/28/2027	5.00%	$ 103.25	$ 96.08 -	$ 108.82
	$ 304.46	N/A	3/1/2027	2/29/2028	5.00%	$ 108.41	$ 100.89 -	$ 114.26
Sr. LAUD Project Manager	$ 236.21	N/A	3/1/2023	2/29/2024		$ 84.11	$ 75.00 -	$ 89.00
	$ 248.03	N/A	3/1/2024	2/28/2025	5.00%	$ 88.32	$ 78.75 -	$ 93.45
	$ 260.43	N/A	3/1/2025	2/28/2026	5.00%	$ 92.73	$ 82.69 -	$ 98.12
	$ 273.45	N/A	3/1/2026	2/28/2027	5.00%	$ 97.37	$ 86.82 -	$ 103.03
	$ 287.12	N/A	3/1/2027	2/29/2028	5.00%	$ 102.24	$ 91.16 -	$ 108.18

LAUD Project Manager	$ 204.65	N/A	3/1/2023	2/29/2024		$ 72.87	$ 63.00 - $ 77.00
	$ 214.88	N/A	3/1/2024	2/28/2025	5.00%	$ 76.51	$ 66.15 - $ 80.85
	$ 225.62	N/A	3/1/2025	2/28/2026	5.00%	$ 80.34	$ 69.46 - $ 84.89
	$ 236.91	N/A	3/1/2026	2/28/2027	5.00%	$ 84.36	$ 72.93 - $ 89.14
	$ 248.75	N/A	3/1/2027	2/29/2028	5.00%	$ 88.57	$ 76.58 - $ 93.59
Sr. Landscape Architect	$ 157.83	N/A	3/1/2023	2/29/2024		$ 56.20	$ 42.00 - $ 80.00
	$ 165.72	N/A	3/1/2024	2/28/2025	5.00%	$ 59.01	$ 44.10 - $ 84.00
	$ 174.01	N/A	3/1/2025	2/28/2026	5.00%	$ 61.96	$ 46.31 - $ 88.20
	$ 182.71	N/A	3/1/2026	2/28/2027	5.00%	$ 65.06	$ 48.62 - $ 92.61
	$ 191.85	N/A	3/1/2027	2/29/2028	5.00%	$ 68.31	$ 51.05 - $ 97.24
Landscape Architect	$ 143.57	N/A	3/1/2023	2/29/2024		$ 51.12	$ 37.00 - $ 56.00
	$ 150.74	N/A	3/1/2024	2/28/2025	5.00%	$ 53.68	$ 38.85 - $ 58.80
	$ 158.28	N/A	3/1/2025	2/28/2026	5.00%	$ 56.36	$ 40.79 - $ 61.74
	$ 166.19	N/A	3/1/2026	2/28/2027	5.00%	$ 59.18	$ 42.83 - $ 64.83
	$ 174.50	N/A	3/1/2027	2/29/2028	5.00%	$ 62.14	$ 44.97 - $ 68.07
Landscape Designer II	$ 113.01	N/A	3/1/2023	2/29/2024		$ 40.24	$ 32.00 - $ 45.00
	$ 118.66	N/A	3/1/2024	2/28/2025	5.00%	$ 42.25	$ 33.60 - $ 47.25
	$ 124.59	N/A	3/1/2025	2/28/2026	5.00%	$ 44.36	$ 35.28 - $ 49.61
	$ 130.82	N/A	3/1/2026	2/28/2027	5.00%	$ 46.58	$ 37.04 - $ 52.09
	$ 137.36	N/A	3/1/2027	2/29/2028	5.00%	$ 48.91	$ 38.90 - $ 54.70
Landscape Designer I	$ 90.63	N/A	3/1/2023	2/29/2024		$ 32.27	$ 26.00 - $ 37.00
	$ 95.16	N/A	3/1/2024	2/28/2025	5.00%	$ 33.88	$ 27.30 - $ 38.85
	$ 99.92	N/A	3/1/2025	2/28/2026	5.00%	$ 35.58	$ 28.67 - $ 40.79
	$ 104.91	N/A	3/1/2026	2/28/2027	5.00%	$ 37.36	$ 30.10 - $ 42.83
	$ 110.16	N/A	3/1/2027	2/29/2028	5.00%	$ 39.22	$ 31.60 - $ 44.97
Landscape Intern	$ 64.14	N/A	3/1/2023	2/29/2024		$ 22.84	$ 16.00 - $ 27.00
	$ 67.35	N/A	3/1/2024	2/28/2025	5.00%	$ 23.98	$ 16.80 - $ 28.35
	$ 70.72	N/A	3/1/2025	2/28/2026	5.00%	$ 25.18	$ 17.64 - $ 29.77
	$ 74.25	N/A	3/1/2026	2/28/2027	5.00%	$ 26.44	$ 18.52 - $ 31.26
	$ 77.97	N/A	3/1/2027	2/29/2028	5.00%	$ 27.76	$ 19.45 - $ 32.82
Expert Witness	$ 478.55	N/A	3/1/2023	2/29/2024		$ 170.40	$ 170.00 - $ 180.00
	$ 502.48	N/A	3/1/2024	2/28/2025	5.00%	$ 178.92	$ 178.50 - $ 189.00
	$ 527.60	N/A	3/1/2025	2/28/2026	5.00%	$ 187.87	$ 187.43 - $ 198.45
	$ 553.98	N/A	3/1/2026	2/28/2027	5.00%	$ 197.26	$ 196.80 - $ 208.37
	$ 581.68	N/A	3/1/2027	2/29/2028	5.00%	$ 207.12	$ 206.64 - $ 218.79

Strategic Consulting	$ 478.55	N/A	3/1/2023	2/29/2024		$ 170.40	$ 170.00 - $ 180.00
	$ 502.48	N/A	3/1/2024	2/28/2025	5.00%	$ 178.92	$ 178.50 - $ 189.00
	$ 527.60	N/A	3/1/2025	2/28/2026	5.00%	$ 187.87	$ 187.43 - $ 198.45
	$ 553.98	N/A	3/1/2026	2/28/2027	5.00%	$ 197.26	$ 196.80 - $ 208.37
	$ 581.68	N/A	3/1/2027	2/29/2028	5.00%	$ 207.12	$ 206.64 - $ 218.79
Ryan Bissegger	$ 263.15	N/A	3/1/2023	2/29/2024		$ 93.70	N/A
Funding Manager	$ 276.30	N/A	3/1/2024	2/28/2025	5.00%	$ 98.39	
	$ 290.12	N/A	3/1/2025	2/28/2026	5.00%	$ 103.30	
	$ 304.63	N/A	3/1/2026	2/28/2027	5.00%	$ 108.47	
	$ 319.86	N/A	3/1/2027	2/29/2028	5.00%	$ 113.89	
Sr. Funding Specialist	$ 179.20	N/A	3/1/2023	2/29/2024		$ 63.81	$ 50.00 - $ 70.00
	$ 188.16	N/A	3/1/2024	2/28/2025	5.00%	$ 67.00	$ 52.50 - $ 73.50
	$ 197.57	N/A	3/1/2025	2/28/2026	5.00%	$ 70.35	$ 55.13 - $ 77.18
	$ 207.45	N/A	3/1/2026	2/28/2027	5.00%	$ 73.87	$ 57.88 - $ 81.03
	$ 217.82	N/A	3/1/2027	2/29/2028	5.00%	$ 77.56	$ 60.78 - $ 85.09
Funding Specialist	$ 152.72	N/A	3/1/2023	2/29/2024		$ 54.38	$ 37.00 - $ 65.00
	$ 160.36	N/A	3/1/2024	2/28/2025	5.00%	$ 57.10	$ 38.85 - $ 68.25
	$ 168.37	N/A	3/1/2025	2/28/2026	5.00%	$ 59.95	$ 40.79 - $ 71.66
	$ 176.79	N/A	3/1/2026	2/28/2027	5.00%	$ 62.95	$ 42.83 - $ 75.25
	$ 185.63	N/A	3/1/2027	2/29/2028	5.00%	$ 66.10	$ 44.97 - $ 79.01
Project Accountant Manager	$ 179.20	N/A	3/1/2023	2/29/2024		$ 63.81	$ 53.00 - $ 68.00
	$ 188.16	N/A	3/1/2024	2/28/2025	5.00%	$ 67.00	$ 55.65 - $ 71.40
	$ 197.57	N/A	3/1/2025	2/28/2026	5.00%	$ 70.35	$ 58.43 - $ 74.97
	$ 207.45	N/A	3/1/2026	2/28/2027	5.00%	$ 73.87	$ 61.35 - $ 78.72
	$ 217.82	N/A	3/1/2027	2/29/2028	5.00%	$ 77.56	$ 64.42 - $ 82.65
Sr. Project Accountant	$ 141.52	N/A	3/1/2023	2/29/2024		$ 50.39	$ 40.00 - $ 55.00
	$ 148.59	N/A	3/1/2024	2/28/2025	5.00%	$ 52.91	$ 42.00 - $ 57.75
	$ 156.02	N/A	3/1/2025	2/28/2026	5.00%	$ 55.55	$ 44.10 - $ 60.64
	$ 163.82	N/A	3/1/2026	2/28/2027	5.00%	$ 58.33	$ 46.31 - $ 63.67
	$ 172.01	N/A	3/1/2027	2/29/2028	5.00%	$ 61.25	$ 48.62 - $ 66.85
Project Accountant	$ 125.23	N/A	3/1/2023	2/29/2024		$ 44.59	$ 35.00 - $ 49.00
	$ 131.49	N/A	3/1/2024	2/28/2025	5.00%	$ 46.82	$ 36.75 - $ 51.45
	$ 138.06	N/A	3/1/2025	2/28/2026	5.00%	$ 49.16	$ 38.59 - $ 54.02
	$ 144.97	N/A	3/1/2026	2/28/2027	5.00%	$ 51.62	$ 40.52 - $ 56.72
	$ 152.21	N/A	3/1/2027	2/29/2028	5.00%	$ 54.20	$ 42.54 - $ 59.56

Sr. Project Coordinator	$ 140.50	N/A	3/1/2023	2/29/2024		$ 50.03	$ 42.00 - $ 55.00
	$ 147.53	N/A	3/1/2024	2/28/2025	5.00%	$ 52.53	$ 44.10 - $ 57.75
	$ 154.91	N/A	3/1/2025	2/28/2026	5.00%	$ 55.16	$ 46.31 - $ 60.64
	$ 162.65	N/A	3/1/2026	2/28/2027	5.00%	$ 57.92	$ 48.62 - $ 63.67
	$ 170.78	N/A	3/1/2027	2/29/2028	5.00%	$ 60.81	$ 51.05 - $ 66.85
Project Coordinator	$ 112.00	N/A	3/1/2023	2/29/2024		$ 39.88	$ 32.00 - $ 44.00
	$ 117.60	N/A	3/1/2024	2/28/2025	5.00%	$ 41.87	$ 33.60 - $ 46.20
	$ 123.48	N/A	3/1/2025	2/28/2026	5.00%	$ 43.97	$ 35.28 - $ 48.51
	$ 129.65	N/A	3/1/2026	2/28/2027	5.00%	$ 46.17	$ 37.04 - $ 50.94
	$ 136.14	N/A	3/1/2027	2/29/2028	5.00%	$ 48.47	$ 38.90 - $ 53.48
Sr. Project Assistant	$ 110.99	N/A	3/1/2023	2/29/2024		$ 39.52	$ 33.00 - $ 44.00
	$ 116.54	N/A	3/1/2024	2/28/2025	5.00%	$ 41.50	$ 34.65 - $ 46.20
	$ 122.36	N/A	3/1/2025	2/28/2026	5.00%	$ 43.57	$ 36.38 - $ 48.51
	$ 128.48	N/A	3/1/2026	2/28/2027	5.00%	$ 45.75	$ 38.20 - $ 50.94
	$ 134.91	N/A	3/1/2027	2/29/2028	5.00%	$ 48.04	$ 40.11 - $ 53.48
Project Assistant	$ 85.52	N/A	3/1/2023	2/29/2024		$ 30.45	$ 24.00 - $ 35.00
	$ 89.79	N/A	3/1/2024	2/28/2025	5.00%	$ 31.97	$ 25.20 - $ 36.75
	$ 94.28	N/A	3/1/2025	2/28/2026	5.00%	$ 33.57	$ 26.46 - $ 38.59
	$ 99.00	N/A	3/1/2026	2/28/2027	5.00%	$ 35.25	$ 27.78 - $ 40.52
	$ 103.94	N/A	3/1/2027	2/29/2028	5.00%	$ 37.01	$ 29.17 - $ 42.54
Sr. Technical Writer	$ 130.34	N/A	3/1/2023	2/29/2024		$ 46.41	$ 34.00 - $ 53.00
	$ 136.85	N/A	3/1/2024	2/28/2025	5.00%	$ 48.73	$ 35.70 - $ 55.65
	$ 143.70	N/A	3/1/2025	2/28/2026	5.00%	$ 51.17	$ 37.49 - $ 58.43
	$ 150.88	N/A	3/1/2026	2/28/2027	5.00%	$ 53.73	$ 39.36 - $ 61.35
	$ 158.43	N/A	3/1/2027	2/29/2028	5.00%	$ 56.41	$ 41.33 - $ 64.42
Technical Writer	$ 85.52	N/A	3/1/2023	2/29/2024		$ 30.45	$ 20.00 - $ 37.00
	$ 89.79	N/A	3/1/2024	2/28/2025	5.00%	$ 31.97	$ 21.00 - $ 38.85
	$ 94.28	N/A	3/1/2025	2/28/2026	5.00%	$ 33.57	$ 22.05 - $ 40.79
	$ 99.00	N/A	3/1/2026	2/28/2027	5.00%	$ 35.25	$ 23.15 - $ 42.83
	$ 103.94	N/A	3/1/2027	2/29/2028	5.00%	$ 37.01	$ 24.31 - $ 44.97
Sr. Graphic Manager	$ 166.99	N/A	3/1/2023	2/29/2024		$ 59.46	$ 48.00 - $ 64.00
	$ 175.34	N/A	3/1/2024	2/28/2025	5.00%	$ 62.43	$ 50.40 - $ 67.20
	$ 184.10	N/A	3/1/2025	2/28/2026	5.00%	$ 65.55	$ 52.92 - $ 70.56
	$ 193.31	N/A	3/1/2026	2/28/2027	5.00%	$ 68.83	$ 55.57 - $ 74.09
	$ 202.97	N/A	3/1/2027	2/29/2028	5.00%	$ 72.27	$ 58.34 - $ 77.79

Sr. Graphic Designer	$ 143.57	N/A	3/1/2023	2/29/2024		$ 51.12	$ 38.00 -	$ 58.00
	$ 150.74	N/A	3/1/2024	2/28/2025	5.00%	$ 53.68	$ 39.90 -	$ 60.90
	$ 158.28	N/A	3/1/2025	2/28/2026	5.00%	$ 56.36	$ 41.90 -	$ 63.95
	$ 166.19	N/A	3/1/2026	2/28/2027	5.00%	$ 59.18	$ 43.99 -	$ 67.14
	$ 174.50	N/A	3/1/2027	2/29/2028	5.00%	$ 62.14	$ 46.19 -	$ 70.50
Graphic Designer	$ 122.19	N/A	3/1/2023	2/29/2024		$ 43.51	$ 34.00 -	$ 48.00
	$ 128.30	N/A	3/1/2024	2/28/2025	5.00%	$ 45.69	$ 35.70 -	$ 50.40
	$ 134.72	N/A	3/1/2025	2/28/2026	5.00%	$ 47.97	$ 37.49 -	$ 52.92
	$ 141.45	N/A	3/1/2026	2/28/2027	5.00%	$ 50.37	$ 39.36 -	$ 55.57
	$ 148.53	N/A	3/1/2027	2/29/2028	5.00%	$ 52.89	$ 41.33 -	$ 58.34

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date: 2/13/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			IRS Rate	$ -
Reproductions (half sheet)			At Cost	$ -
Reproductions (whole sheet)			At Cost	$ -
Postage/Delivery/Overnight			At Cost	$ -
Per Diem			At Cost	$ -
Lodging			At Cost	$ -
Benefit Cost Analysis (EPS)			At Cost	$ -
Subconsultant 1:				$ -
Subconsultant 2:				$ -
Subconsultant 3:				$ -
Subconsultant 4:				$ -
Subconsultant 5:				$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Zach Siviglia

Title *: President

Signature:

Date of Certification: 02/13/2023

Email: zsiviglia@markthomas.com

Phone number: (916) 381-9100

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

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

List services the consultant is providing under the proposed contract:

Cost Proposal 2

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: VRPA Technologies, Inc ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $ _____ Date: 2/15/2023

For Combined Rate	Fringe Benefit 46.90% + General & Administrative 122.28%	=	Combined	169.18%
For Home Office Rate^	Fringe Benefit 0.00% + General & Administrative 76.05%	=	Home Office	76.05%
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office	
	Fee	=	10%	

^Employees whose hourly rates include vacation, holiday pay, and medical benefits. Loaded rates are calculated using on Overhead Rate of 76.05% and the standard fee percentage.

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Georgiena Vivian, President	$ 302.97	N/A	3/1/2023	2/29/2024		$ 102.32	N/A
Principal - Project Manager | Outreach Facilitation	$ 312.06	N/A	3/1/2024	2/28/2025	3.00%	$ 105.39	
Exempt	$ 321.42	N/A	3/1/2025	2/28/2026	3.00%	$ 108.55	
	$ 331.06	N/A	3/1/2026	2/28/2027	3.00%	$ 111.81	
	$ 340.99	N/A	3/1/2027	2/29/2028	3.00%	$ 115.16	
Erik Ruehr, P.E.	$ 204.46	N/A	3/1/2023	2/29/2024		$ 69.05	N/A
Director of Traffic Engineering - Deputy Project Manager	$ 210.59	N/A	3/1/2024	2/28/2025	3.00%	$ 71.12	
Exempt	$ 216.91	N/A	3/1/2025	2/28/2026	3.00%	$ 73.26	
	$ 223.41	N/A	3/1/2026	2/28/2027	3.00%	$ 75.45	
	$ 230.12	N/A	3/1/2027	2/29/2028	3.00%	$ 77.72	

Richard Lee, Ph.D., AICP	$ 200.08	N/A	3/1/2023	2/29/2024		$ 103.32	N/A
Director of Innovation and Sustainability - Senior Planner^	$ 206.09	N/A	3/1/2024	2/28/2025	3.00%	$ 106.42	
Exempt	$ 212.27	N/A	3/1/2025	2/28/2026	3.00%	$ 109.61	
	$ 218.64	N/A	3/1/2026	2/28/2027	3.00%	$ 112.90	
	$ 225.20	N/A	3/1/2027	2/29/2028	3.00%	$ 116.29	
Dena Graham	$ 141.53	N/A	3/1/2023	2/29/2024		$ 47.80	N/A
Outreach | Research Specialist | Contract Administration - Outreach Specialist	$ 145.78	N/A	3/1/2024	2/28/2025	3.00%	$ 49.23	
Exempt	$ 150.15	N/A	3/1/2025	2/28/2026	3.00%	$ 50.71	
	$ 154.66	N/A	3/1/2026	2/28/2027	3.00%	$ 52.23	
	$ 159.30	N/A	3/1/2027	2/29/2028	3.00%	$ 53.80	
Jeff Stine	$ 140.41	N/A	3/1/2023	2/29/2024		$ 47.42	N/A
Senior Transportation Planner - Senior Planner	$ 144.62	N/A	3/1/2024	2/28/2025	3.00%	$ 48.84	
Exempt	$ 148.96	N/A	3/1/2025	2/28/2026	3.00%	$ 50.31	
	$ 153.43	N/A	3/1/2026	2/28/2027	3.00%	$ 51.82	
	$ 158.03	N/A	3/1/2027	2/29/2028	3.00%	$ 53.37	
Nisha Pathak	$ 103.66	N/A	3/1/2023	2/29/2024		$ 35.01	N/A
Transportation Engineer - Transportation Engineer	$ 106.77	N/A	3/1/2024	2/28/2025	3.00%	$ 36.06	
Exempt	$ 109.98	N/A	3/1/2025	2/28/2026	3.00%	$ 37.14	
	$ 113.28	N/A	3/1/2026	2/28/2027	3.00%	$ 38.26	
	$ 116.67	N/A	3/1/2027	2/29/2028	3.00%	$ 39.40	
Ryan Vivian	$ 45.75	$ 68.62	3/1/2023	2/29/2024		$ 15.45	N/A
Intern - Outreach and Technical Support	$ 47.12	$ 70.68	3/1/2024	2/28/2025	3.00%	$ 15.91	
Non-Exempt	$ 48.53	$ 72.80	3/1/2025	2/28/2026	3.00%	$ 16.39	
	$ 49.99	$ 74.98	3/1/2026	2/28/2027	3.00%	$ 16.88	
	$ 51.49	$ 77.23	3/1/2027	2/29/2028	3.00%	$ 17.39	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
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Consultant: VRPA Technologies, Inc. ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date: 2/15/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs (Per Mile)			IRS Rate	$ -
Photocopies (Black & White or Color)			At Cost	$ -
Photos | Other Reprographic Services			At Cost	$ -
Postage | Shipping | Courier Service			At Cost	$ -
Traffic Counts | Floating Car Runs			At Cost	$ -
Equipment Rental and Supplies			At Cost	$ -
Permit Fees			At Cost	$ -
Rental Car Costs			At Cost	$ -
Travel (Transit, Airfare, Lodging)			At Cost	$ -
Subconsultant 1: Interpretation and Translation (At Cost)				$ -
Subconsultant 2:				$ -
Subconsultant 3:				$ -
Subconsultant 4:				$ -
Subconsultant 5:				$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
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5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
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6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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Prime Consultant or Subconsultant Certifying:

Name: Georgiena M. Vivian

Title *: President

Signature: Georgiena M. Vivian

Date of Certification: 2/14/2023

Email: gvivian@vrpatechnologies.com

Phone number: (559) 259-9257

Address: 4630 W. Jennifer, Ste. 105, Fresno, CA 93722

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

List services the consultant is providing under the proposed contract:

Traffic Engineering, Transportation Planning, Environmental Assessment, and Public Outreach

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno (City)
and Mark Thomas & Company, Inc. (Consultant)
Public Works Capital Improvement Program (Program)

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

MINIMUM LIMITS OF INSURANCE

Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

   (i) $1,000,000 per occurrence for bodily injury and property damage;

(ii) $1,000,000 per occurrence for personal and advertising injury;
(iii) $2,000,000 aggregate for products and completed operations; and,
(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**:

$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY**:

(i) $1,000,000 each accident for bodily injury;
(ii) $1,000,000 disease each employee; and,
(iii) $1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

(i) $1,000,000 per claim/occurrence; and,
(ii) $2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, employees, agents and volunteers; or
(ii) Consultant shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: CG 20 10 11 85 or both CG 20 10 & CG 20 37.

2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The *Workers' Compensation insurance policy* is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents and volunteers.

If the *Professional Liability (Errors and Omissions) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative,

the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to City. Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If Consultant subcontracts any or all of the services to be performed under this Agreement, Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be

reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

Public Works Capital Improvement Program (Program)

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business, which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

_____
Signature

2/27/23
Date

Zach Siviglia
(Name)

Mark Thomas & Company, Inc.
(Company)

701 University Avenue, Suite 200
(Address)

Sacramento, CA 95825
(City State Zip)

EXHIBIT D

TASK ORDER FORM
Consultant Service Agreement between City of Fresno (City)
and Mark Thomas & Company, Inc. (Consultant)
Public Works Capital Improvement Program (Program)

TASK ORDER ___

Title/Project:_____
CONSULTANT:_____
CITY Project ID: _____

Task Order Description (Attach Scope of Work):

Task Order Work Plan:

Task Order Deliverable:

Task Order Staffing:

Task Order Cost: _____

Task Order Period of Performance: _____

Consultant Project Manager: _____
City Project Manager: _____

Authorized Signatures	
Consultant's Authorized Representative	City's Authorized Representative
_____ Signature Name: _____ Title: _____ Date: _____	_____ Signature Name: _____ Title: _____ Date: _____

Attachments:
1. *Scope of Work*
2. *Cost Proposal*