



County of Monterey Board of Supervisors

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1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-17648

- a. Approve Professional Services Agreement (PSA) with CONSOR North America, Inc. to provide bridge design services for the Bridge Preventative Maintenance Program (BPMP) Paint Bridges Project located throughout the County of Monterey, County Project #1184, Federal Project #BPMPL-5944(140), Request for Proposals (RFP) #10948, for an initial term of three years effective March 24, 2026 to March 23, 2029, with the option to extend the term for two additional one-year periods, for an amount not to exceed \$656,000;
- b. Approve additional term extensions for the PSA beyond the anticipated five-year term of RFP #10948 with no change in the scope of work or increase to the dollar amount to allow continuity of services initiated during the anticipated five-year term of the PSA, subject to review and approval as to form by the Office of the County Counsel; and
- c. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the PSA and future amendments to the PSA where the amendments do not significantly alter the scope of work or increase the amount by more than 10% (\$65,600) of the original approved PSA amount of \$656,000 bringing the potential overall aggregate not to exceed amount to \$721,600 subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

PASSED AND ADOPTED on this 24th day of March 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 24, 2026.

Dated: March 26, 2026
File ID: A 26-080
Agenda Item No.: 38

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:
CONSOR North America, Inc.
(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide Bridge Design Services for the Bridge Preventative Maintenance Program (BPMP) Paint Bridges Project, Request for Proposals (RFP) #10948, County Project No. 1184, Federal Project No. BPMPL-5944(140)

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$656,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 24, 2026 to March 23, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Caltrans Provisions

Exhibit C Incorporation of RFP #10948, Addendums No. 1, No. 2 and No. 3 to RFP #10948, and Proposal Documents, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

- 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

- 13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Edgard Rizo, Assistant Engineer	Tyler Eaton, PE, Project Manager
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor, Salinas, CA 93901	2868 Prospect Park Drive, Suite 250 Rancho Cordova, CA 95670
Address	Address
(831) 755-5158	(916) 368-9181
Phone	Phone

16. MISCELLANEOUS PROVISIONS.

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

- 16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: Chief Contracts & Procurement Officer

Date:

By: *Randell Ishii*
C08779208FE94F3...
Department Head (if applicable)

Date: 3/26/2026 | 2:01 PM PDT

By: Board of Supervisors (if applicable)

Date:

Approved as to Form
Office of the County Counsel¹
~~Susan Isidoro Blitch, County Counsel~~
Mary Grace Perry, Deputy County Counsel

By: *Mary Grace Perry, Deputy County Counsel*
76A18B9BA72D49A...

Date: 3/5/2026 | 10:03 AM PST

Approved as to Fiscal Provisions²

By: *Patricia Ruiz*
E79EF64E57454F6...

Date: 3/6/2026 | 7:44 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³

By: David Bolton, Risk Manager

Date:

By: CONSOR, North America, Inc.
Contractor's Business Name*

By: *Mark L. Reno*
E8733F3DA78F4A5...
(Signature of Chair, President, or Vice-President)*

Date: 3/4/2026 | 6:41 PM EST
Mark L. Reno, Vice President
Name and Title

By: *Mindy Shimanek*
796A4D0F8EBD4B2...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Mindy Shimanek, Secretary

Date: 3/5/2026 | 10:27 AM EST
Name and Title

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

¹Approval by the Office of County Counsel is required.

²Approval by Auditor/Controller is required.

³Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
CONSOR North America, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work necessary to satisfactorily complete the Bridge Design Services for the Bridge Preventative Maintenance Program (BPMP) Paint Bridges Project (project).

The project consists of cleaning and painting for each of the following bridges:

- North Fork Road, Caltrans Bridge No. 44C0161 (County Bridge No. 410)
- Milpitas Road, Caltrans Bridge No. 44C0014 (County Bridge No. 411)
- Griffin Road, Caltrans Bridge No. 44C0160 (County Bridge No. 423)
- Parkfield Coalinga Road, Caltrans Bridge No. 44C0146 (County Bridge No. 430)
- Garrapatos Road, Caltrans Bridge No. 44C0162 (County Bridge No. 527)
- Tassajara Road, Caltrans Bridge No. 44C0119 (County Bridge No. 532)
- Old Coast Road, Caltrans Bridge No. 44C0019 (County Bridge No. 547)
- Old Coast Road, Caltrans Bridge No. 44C0020 (County Bridge No. 548)
- Carmel Valley Road, Caltrans Bridge No. 44C0072 (County Bridge No. 549)

CONTRACTOR shall prepare Plans, Specifications, and Estimates (PS&E) for all nine (9) bridges in one (1) bid package and will be developed based on the Highway Bridge Program (HBP) Applications and Preliminary Environmental Study (PES) included in Request for Proposals (RFP) #10948 along with the approach and understanding contained within the CONTRACTOR’s proposal.

If County decides to include additional repairs, CONTRACTOR shall update the scope of work and associated fee via a written amendment to the Agreement, issued by the County, and subject to approval by the County’s Board of Supervisors (Board). CONTRACTOR’s detailed scope of work for this project is as follows:

Phase 1 – Preliminary Engineering

Task 1.0 - Project Initiation and Project Management

Task 1.1 - Kick-Off Meeting (CONTRACTOR, County, and Caltrans)

CONTRACTOR team (Team) shall attend virtual kick-off meeting on Teams to bring all stakeholders, including the County and Caltrans together to form a cooperative effort toward the timely completion of this project.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

This meeting will include a discussion of the project goals, scope of work, impacts, construction methods and schedule and potential Area of Potential Impact (API) map limits. Planning and coordination for Field Review with Caltrans, identification of issues, scope of technical studies, approaches to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance, and schedule for submittals will be documented in meeting summaries.

Task 1.2 - Site Visit (Team and County)

CONTRACTOR's Project Manager (PM) and Bridge Professional Engineer (PE) shall visit all nine (9) bridge sites to evaluate and identify potential challenges each site presents for design and construction. It is assumed that representatives from the County will participate in the site visit with CONTRACTOR and that the site visits will be conducted over a period of three (3) consecutive days for the nine (9) bridge locations. It is assumed the Field Review for each of the nine (9) bridges will be concurrent with these site visits.

Task 1.3 - Establish Project Schedule (CONTRACTOR)

CONTRACTOR shall develop a Microsoft Project schedule showing each task, start and end dates, and task duration. CONTRACTOR shall update schedule in coordination with the County throughout the project as appropriate. The County shall be notified immediately of any problems that may adversely impact the project schedule.

Task 1.4 - Project Management (CONTRACTOR)

CONTRACTOR's PM shall coordinate between all team members to monitor and ensure progress, ensure adherence to the project schedule, ensure the proper resources are assigned to the project, and communicate regularly with project delivery team (PDT) members. Monthly invoices will be reviewed and sent to the County with a progress report on that month's work.

Task 1.5 - Progress Meetings (CONTRACTOR and County)

CONTRACTOR shall work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. In addition to the kick-off meeting, CONTRACTOR expects virtual milestone meetings at the completion of the Preliminary Engineering, 65%, and 90% design completion to review and address County comments. These will be supplemented by monthly conference calls as necessary to keep the County informed as to the project status. Additional meetings can be added during the project via a written amendment to the Agreement, issued by the County, and subject to approval by the County's Board. One (1)-hour duration per conference call for the PM and PEs have been assumed each month and two (2)-hour duration virtual milestone meetings have been assumed for the PM, PE, and bridge/roadway designer. CONTRACTOR has assumed 12 monthly conference calls and three (3) milestone conference calls.

Task 1.6 - State Administration Requirements (County)

County will coordinate with Caltrans Local Assistance to prepare a Request for Authorization (RFA) for each phase of the project and will not require CONTRACTOR's assistance with revisions to the HBP funding through Caltrans Local Assistance Procedures Manual (LAPM) Exhibits 6-A, 6-B, and 6-D.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.0 Deliverables:

- Kick-Off Meeting Notes
- Site Visit Documentation
- Existing Information Review
- Baseline Schedule and Schedule Updates
- Progress Meetings (total of 15 virtual)

Task 2.0 - Preliminary Engineering

Task 2.1 - Surveys and Mapping (County)

Task 2.1.1 – Boundary Mapping Review

County will provide CONTRACTOR with boundary maps for each of the nine (9) bridges for use by CONTRACTOR. All construction activities will occur inside of the County's right-of-way.

Task 2.1.2 – Topographic Mapping (Whitson Engineers) (Optional)

If requested, Whitson Engineers (Whitson), CONTRACTOR's survey subconsultant, shall perform the following surveying and mapping services:

- Establish local site control using global navigation satellite system (GNSS) survey methods. Project datum will be California State Plane Zone 4, North American Datum of 1983 (NAD 83) for horizontal control, and North American Vertical Datum of 1988 (NAVD 1988) for vertical control. Coordinate values will be United States (US) Survey Foot, derived from the National Geodetic Survey Online Positioning User Service (OPUS). Whitson shall set a minimum of four (4) survey control points at each location.
- Whitson shall conduct a limited topographic survey of the areas indicated including spot grades and topo in the possible staging areas and work access areas below the bridge spans, shots on the bridge to define width, and shots under the bridge to define vertical work area under bridge.
- Whitson shall utilize existing light detection and ranging (LiDAR) data from the Associated Monterey Bay Area Governments (AMBAG) aerial survey of 2018 to compile a topographic base map for the sites within the areas of Monterey County covered by the AMBAG LiDAR. This will be submitted as an early deliverable to the project team. Whitson shall provide CONTRACTOR with Computer-Aided Design (CAD) file in Automatic Computer-Aided (AutoCAD) and Portable Document Format (PDF) of the survey.

Assumptions:

- Where local boundary monuments are available and accessible, ties will be made.
- County to provide site plans with right of way delineation.

Task 2.2 - Geotechnical Investigations (Parikh Consultants, Inc.) (Optional)

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The proposed project will not include construction of new or repair of the existing bridge foundation systems. Therefore, County anticipates that geotechnical investigations and foundation reports will not be required. Costs and deliverables for this task are not included in this scope of work but can be incorporated if County determines geotechnical services are required. Parikh Consultants, Inc. (Parikh), CONTRACTOR's geotechnical subconsultant, shall perform the services related to this task if requested.

Task 2.3 Hydrologic/Hydraulic Studies (CONTRACTOR) (Optional)

If directed by County, CONTRACTOR shall perform hydrologic and hydraulic analyses as described in the following two (2) paragraphs:

Hydrologic Analysis: Availability of stream gage data at each project site will be reviewed. If sufficient period of record is available, Bulletin 17 statistical analysis of the gage data will be performed to develop estimates of the flow rates associated with the two (2)-year, five (5)-year, and ten (10)-year Annual Exceedance Probability (AEP) flood events. If no gage data is available, the United States Geological Survey (USGS) StreamStats website will be used to develop two (2)-year, five (5)-year, and ten (10)-year flood event flow rates based upon the USGS regression equations that are applicable to each project site.

Hydraulic Analysis: Available USGS and AMBAG LiDAR terrain will be utilized to perform Hydrologic Engineering Center River Analysis Software (HEC-RAS) one (1)-dimensional (1D) or two (2)-dimensional (2D) modeling as appropriate to determine the Water Surface Elevation (WSE) at each project site for the two (2)-year, five (5)-year, and ten (10)-year flood events. Any other available topographic data such as channel cross sections from as-built bridge plans may be utilized to refine the HEC-RAS terrain dataset.

CONTRACTOR shall produce draft and final WSE Technical Memoranda for each bridge site, detailing the project background, site details, hydrologic and hydraulic analysis performed, and the results of these analyses.

Assumptions:

- Estimates of the flow rates associated with the two (2)-year, five (5)-year, and ten (10)-year AEP flood events can be developed using the USGS StreamStats website, if no stream gage data is available for the project site in question.
- Available LiDAR topographic data will provide sufficient detail to utilize a HEC-RAS hydraulic model to estimate the WSE associated with the two (2)-year, five (5)-year, and ten (10)-year AEP flood events.
- Survey data for channel and/or floodplain may be required if available topographic data does not provide the necessary detail for hydraulic modeling purposes.
- Bridge as-built data sufficient for HEC-RAS hydraulic modeling of the structure at each project site will be provided.

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Task 2.4 - Advance Planning Studies (CONTRACTOR)

CONTRACTOR shall conduct Advance Planning Studies (APS) for each bridge. The results of APS shall be utilized to prepare the following:

- One (1) Bridge Maintenance Plan drawing per bridge site (total of nine (9))
- One (1) Conceptual Traffic Handling Plan (maintain during construction activities on the bridge) per bridge site (total of nine (9))

The APS Plans shall include:

- Types and limits of repair work including limits of paint replacement activities and necessary staging, access, and containment equipment and/or temporary structures required for the Construction Contractor to perform the repair work.
- Conceptual details required to illustrate the project scope for environmental and project funding documents and approval.
- Temporary on-site traffic handling considerations to allow concurrent repair work on the bridge (reduced traffic widths, temporary signals or flagging, etc.).
- A description of the assumptions and impacts of the traffic handling/work staging plan so that the County can judge each alternative on its own merits.
- An “Engineer’s Opinion of Probable Construction Cost” (Engineer’s OPCC or Engineer’s Estimate) for all repair work items.

These plans will be discussed with the County as concepts. Draft drawings (Bridge APS and Traffic Handling) will be submitted for County comment and approval.

Task 2.5.A - Preliminary Plans (CONTRACTOR)

Basis of Design

Prior to any design, CONTRACTOR shall draft its recommended design criteria for the project site. Items such as design speed and minimum sight distance during construction operations will be summarized on the CONTRACTOR Basis of Design form for County approval.

Preliminary Roadway Plans

CONTRACTOR shall prepare preliminary roadway plans that focus on methods for handling traffic during bridge painting operations.

Preliminary road plans prepared for each bridge location will define the preferred traffic handling strategy (e.g., close bridge, maintain traffic during repair work, or temporary closure) with designated periods of access (day closure with night-time opening) for local traffic. An “Engineer’s OPCC” shall be prepared and will include appropriate contingency factors for this level of design.

Preliminary Bridge Plans

Based on decisions from the Field Review meeting, preliminary engineering, and environmental impact assessments, CONTRACTOR shall refine the APS prepared in Task 2.4. CONTRACTOR will finalize alternative maintenance items previously considered

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

and discussed with the County. The final preventive maintenance work items shall be converted to general plans for County review and approval.

Task 2.5.B - Decision Documents (CONTRACTOR)

Bridge Evaluation/BPMP Recommendation Memo

CONTRACTOR shall prepare a decision document for the nine (9) bridge locations similar to a Type Selection Report. The document will provide a brief evaluation of the condition of the existing bridge and make recommendations for the BPMP measures that justify the County's proposed work items and selected approach. It is currently anticipated that the scope of construction work for each bridge location will involve complete removal and replacement of the failed bridge paint system. Additional design work for recommended work items beyond the removal and replacement of the bridge paint system shall be included via a written amendment to the Agreement, issued by the County upon mutual concurrence between the County and CONTRACTOR, and subject to approval by the County's Board. The decision document will also evaluate and provide recommendations for the following work items included in the provided Caltrans Structure Maintenance and Investigations (SM&I) Bridge Inspection Reports (BIR):

- **Parkfield Coalinga Road, Caltrans Bridge No. 44C0146 (County Bridge No. 430):** Deck repair
- **Garrapatos Road, Caltrans Bridge No. 44C0162 (County Bridge No. 527):** Bent cap replacement
- **Old Coast Road, Caltrans Bridge No. 44C0020 (County Bridge No. 548):** Deck and abutment backwall repair

Task 2.0 Deliverables:

- Basis of Design
- Topographic Surveys (CAD Format)
- Bridge Advance Planning Studies (PDF)
- Bridge Preliminary Bridge and Roadway Cost Estimates (PDF)
- Preliminary Plans (PDF)

Task 3.0 - Environmental Studies

SWCA Consultants, Inc. (SWCA), CONTRACTOR's environmental permitting subconsultant, and Parikh, CONTRACTOR's environmental testing subconsultant, shall provide professional environmental services.

Task 3.1 – Field Review and Prepare Project Description and API Map (CONTRACTOR and SWCA)

The Preliminary Environmental Study (PES) has already been prepared by the County. Under this task, SWCA will support the County-prepared PES by conducting a Field Review and preparing supporting material required for PES completion and agency coordination. These materials include a regional map, project, locations map, current photographs of the project sites, and federally listed threatened and endangered species

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lists from the United States Fish and Wildlife Services (USFWS) and National Marine Fisheries Services (NMFS).

CONTRACTOR and SWCA, with input from the County, will prepare a written project description identifying the project purpose and need, project objectives, major project elements, project location, and construction timing. The project description will be prepared to meet the requirements of both County (CEQA Lead Agency) and Caltrans (NEPA Lead Agency).

A draft API map will also be developed to support environmental review. Draft project descriptions, purpose and need statements, and API maps will be submitted to the County for review and comments. Following resolution of comments, CONTRACTOR and SWCA will incorporate final revisions into the environmental documents. CONTRACTOR shall deliver the final versions of these materials to the County for submittal to Caltrans District 5 for review and approval.

Task 3.2 - NEPA/CEQA Technical Studies (SWCA)

The County-prepared PES will serve as the basis for confirming the final scope of NEPA and CEQA technical studies and will require confirmation by Caltrans and the County (signature of the PES/API). Based on the confirmed PES and current understanding of the project, SWCA will perform the technical studies identified below.

SWCA shall conduct all studies in accordance with applicable laws, regulations, and standard professional practice and be prepared as administrative drafts for County and Caltrans review. The studies will be consistent with the Caltrans Standard Environmental Reference (SER) and Environmental Handbooks. Following incorporation of County and Caltrans comments, SWCA shall include the finalized technical reports as appendices to the environmental documents.

Task 3.2.1 – USFWS Programmatic Biological Opinion Request Form

A Biological Assessment (BA) is typically required for formal or informal consultation with the USFWS for projects that may impact federally listed species, as well as those proposed for listing. However, this task assumes the project qualifies under the USFWS Programmatic Biological Opinion (PBO) for Projects Funded or Approved under the Federal Highway Administration's (FHWA) Federal Aid Program (USFWS No. 8-8-10-F-58; dated May 4, 2011) and that a request form prepared pursuant to the most recent Caltrans template preferred by District 5 (i.e., Biological Compliance Form, Minimal Impacts Analysis), will be required. In order to inform the request form and other environmental documents, the following biological review shall be conducted.

Following a database search and literature review, field surveys shall be conducted to provide baseline information on vegetation communities, habitat types, and plant and wildlife species in the study area. Resources identified during field surveys will be mapped with Global Positioning System (GPS)/Geographic Information System (GIS) and will be overlain on plans and/or aerials provided by CONTRACTOR.

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SWCA shall conduct floristic botanical surveys to accommodate the range of blooming periods (i.e., the identification periods) for the special-status plant species with potential to occur within the study area. Botanical surveys will follow the applicable guidelines from the USFWS publication General Rare Plant Survey Guidelines and the California Department of Fish and Wildlife (CDFW) publication Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys and all plant and wildlife species (or evidence of, such as scat or tracks) will be identified to the lowest possible taxonomic level. Although no protocol-level surveys will be conducted, focused bat surveys will be performed.

The scope of work for this bridge package assumes preparation of one (1) USFWS PBO request form.

Task 3.2.2 – NMFS Programmatic Biological Opinion (PBO) Request Form

Utilizing data collected for the USFWS PBO request form, SWCA shall complete the NMFS request form that is limited to a discussion of federally listed species, as well as those proposed for listing, with potential for occurrence within or adjacent to the project area and shall be prepared pursuant to the most recent Caltrans template preferred by District 5 (e.g., Biological Compliance Form, Minimal Impacts Analysis, etc.). The scope of work for this bridge package assumes preparation of one (1) NMFS PBO request form.

Task 3.2.3 - Traffic Memo (Optional)

CONTRACTOR shall conduct a traffic impact analysis for the nine (9) bridges per Caltrans requirements identified in the SER. Results of the traffic impact analyses will be reported in a brief technical memorandum. Traffic operations will be assessed for key modes of transportation (including pedestrians, bicycles, and vehicular traffic).

This task does not include traffic counts or a detailed traffic analysis. Traffic count information will be provided by County. CONTRACTOR shall submit a draft memorandum to the County for review and comment. A revised draft memorandum will be prepared following receipt of County comments and provided to the County for submittal to Caltrans for review and comments. A final memorandum will be prepared upon receipt of Caltrans comments.

Task 3.2.4 - Water Quality Assessment Report (Optional)

SWCA shall evaluate potential water quality impacts of proposed construction of the project using information provided within the project plans. The results of these evaluations will be used to prepare a Water Quality Assessment Report (WQAR) that will include a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. The report will provide data on surface water and groundwater resources within the project area and their water quality health, describe water quality impairments and beneficial uses, identify potential water quality impacts/benefits associated with the proposed project, and recommend avoidance and or minimization measures to reduce potentially adverse impacts.

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Task 3.2.5 - Natural Environment Study - Minimal Impact (Optional)

If directed by County, CONTRACTOR shall perform a Natural Environment Study – Minimal Impact (NES-MI) that consists of an impact analysis of the sensitive biological resources with potential to occur within the Biological Study Area (BSA). Per Caltrans requirements, the USFWS and National Oceanographic Atmospheric Administration (NOAA) Fisheries official species lists shall be acquired within six (6) months of submitting the NES for review. The results of these studies will be used to prepare a NES-MI report.

Topics of discussion in the NES-MI will include a description of the project under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and jurisdictional features (wetlands/other waters) with potential for occurrence; evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The NES-MI will also adequately address all federal laws, regulations, and guidance, as described in Chapter 1 of the Caltrans Environmental Handbook. Appendices to the NES-MI will include the project plans; results of the USFWS, NOAA Fisheries, and California Natural Diversity Database (CNDDB) queries; and a list of species observed within the BSA. SWCA has determined that no protocol-level wildlife surveys will be necessary for the project and that the desktop review and field surveys conducted for the BA will inform the NES-MI and that no additional field surveys will be required.

CONTRACTOR shall prepare these NES-MIs such that the nine (9) bridge sites will be evaluated in groupings with guidance from Caltrans.

Task 3.3 – Environmental Testing (Parikh)

Task 3.3.1 – Environmental Testing

Parikh shall provide a Certified Industrial Hygienist (CIH) and California Department of Public Health (CDPH) Certified Lead Inspector/Assessor with the appropriate training, certificates, and experience to conduct Resource Conservation and Recovery Act (RCRA) eight (8) metals testing of nine (9) bridges in the County.

Parikh shall obtain paint samples from each of the nine (9) bridges. Using a certified laboratory, Parikh shall analyze paint samples for RCRA eight (8) metals. Parikh shall perform sampling and analyses in accordance with established protocols to check for the presence of lead and other constituents in existing bridge paint.

Parikh shall prepare a brief report summarizing the results of the paint sampling and analysis effort.

Task 3.3.2 – Phase 1 Initial Site Assessment (Optional)

Based on bridge locations, Parikh shall prepare eight (8) Phase I Initial Site Assessment (ISA) reports, one (1) at each bridge location. Since the two (2) Old Coast Road Bridges (Caltrans Bridge No. 44C0020/County Bridge No. 548 and Caltrans Bridge No.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

44C0019/County Bridge No. 547) are close to each other, only one (1) ISA report will be prepared for these two (2) bridges.

Generally, the American Society for Testing and Materials (ASTM) recommends a one (1)-mile radius range for the data search. The objective of the ISA will be to determine the presence or likely presence of any hazardous substances or petroleum products within the project limits. The tasks consist of data collection and document research, including historical land use based on aerial photographs, topographic maps, and other relevant documents, and site reconnaissance. Data will be ordered from Environmental Data Research, Inc. (EDR, Inc.). No field exploration involving soil or material disturbance or testing is included in this phase of the work.

Task 3.4 - CEQA and NEPA (SWCA)

The County has determined that the project will qualify for a Categorical Exemption (CE) under CEQA and NEPA. Accordingly, SWCA will prepare a brief memorandum documenting the specific CEQA exemption(s) being utilized for the project (anticipated to include a Class I exemption under State CEQA Guidelines Section 15301 – Existing Facilities). For NEPA, Caltrans (through the FHWA NEPA delegation) would be responsible for preparation and submittal of that document.

If, at any time during environmental review, it is determined the project may require a level of documentation other than a CE, CONTRACTOR will be notified immediately.

Task 3.0 Deliverables:

- Project Description
- API Map
- USFWS BA (total of three (3))
- Environmental Testing Report (total of eight (8))
- NEPA and CEQA Documents

Phase 2 – Final Design

The project will include removal and replacement of the existing bridge paint system. If additional bridge preventive maintenance measures are determined to be necessary at the conclusion of preliminary design, an update to the scope of work and fee will be required via a written amendment to the Agreement, issued by the County, and subject to approval by the County's Board. Any work or fees beyond those described herein shall also require an amendment to the Agreement. No detours will be required, construction staging can occur within the County's right of way, and utility relocation will not be required.

CONTRACTOR shall not perform any services related to Phase 2 of the Project unless and until the County provides prior written authorization.

TASK 4.0 - FINAL DESIGN ENGINEERING (CONTRACTOR)

Please note that portions of these tasks may be performed under Task 2.0.

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Task 4.1 – 65% PS&E

There is a fine line between preliminary and final design engineering. Caltrans requires that enough engineering be completed to support the environmental document; however, the preferred alternative is not confirmed until after the environmental process. Depending on the project complexity, a 65% design may be required to provide environmental support.

Bridge Design

CONTRACTOR shall design bridge preventive maintenance measures in accordance with “American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications” with the latest Caltrans Amendments and other Caltrans design manuals. A full loading assessment of each existing bridge will not be required and that the load capacity of each bridge included in the Caltrans BIRs provided to CONTRACTOR by the County is sufficient for construction-related loading. As-builts will be provided by the County for each bridge where available.

Approach Roadway Design

For each bridge location, road design elements will consist of staging and traffic handling plans to allow safe execution of maintenance repair activities on the bridge.

All outside environmental mitigation plans, specifications, and estimates shall be included in the roadway and bridge PS&E package. At this time, CONTRACTOR does not anticipate major mitigation as part of this project.

CONTRACTOR has determined no design exceptions will currently be required at the bridge sites. CONTRACTOR shall address design exceptions, if any, via a written amendment to the Agreement, issued by County, and subject to approval by the County’s Board.

Plan Preparation (CONTRACTOR)

Plans shall be prepared in English using the County’s drafting standards. All plans to be signed by the Civil Engineer registered in the State of California in responsible charge of the design, in accordance with the Local Programs Manual. For bridge painting maintenance projects, the number of sheets will vary depending on the identified maintenance work items and repair strategies, but is expected to include:

- Title Sheet and Location Map Sheet (total of one (1))
- Construction Signage and Traffic Handling Plan Sheet (total of nine (9))
- Bridge General Plan Sheet (total of nine (9))

Assumptions:

- *Total of 19 sheets*

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Submittal of 65% Plans (Unchecked Details)

Upon completion of the unchecked bridge details CONTRACTOR shall schedule a meeting with County representatives to discuss both the bridge and the roadway plans for all bridge locations.

At this time, CONTRACTOR shall prepare preliminary quantities and check quantities along with an estimate of probable construction costs. CONTRACTOR shall calculate quantities in accordance with Caltrans' practice and segregated into pay items. The estimate shall show quantities and costs as well as a project cost summary.

Task 4.2 - 90% PS&E

Independent Design Check

An independent check of the design will be performed by CONTRACTOR personnel that were not previously involved with the project. This involves a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been intimately involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent check comments are summarized, and resolutions are documented. For each bridge location, the main focus of the check will be traffic handling, biddability, and constructability aspects of the project.

Technical Specifications

CONTRACTOR shall develop project specifications based on the current version of Caltrans Standard Specifications and Standard Plans. CONTRACTOR shall produce the technical special provisions based on Caltrans "Standard Special Provisions" (SSP) templates. The County will provide its boilerplate specifications for CONTRACTOR to combine with the technical special provisions, becoming the basis for the project specifications. A key component of the special provisions to address the paint removal and replacement operations. These special provisions cover all areas of these operations including: public health and worker safety; hazardous material containment, handling, and disposal; surface preparation and painting practices; and inspections and acceptance criteria. A construction (working days) schedule will also be developed to determine the number of working days for the construction contract.

CONTRACTOR shall submit the 90% draft PS&E to County for review and comment. The County comments shall be summarized by CONTRACTOR in a comment resolution table with every comment reviewed and addressed with a written response. Based upon agreement of the responses between the County and CONTRACTOR, the specifications shall be revised.

Final Construction Quantities and Estimate

CONTRACTOR shall update the 65% quantities to final construction quantities and shall further update the Team's estimate of construction costs (Quantities and Estimate).

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Submittal of 90% PS&E

CONTRACTOR shall submit PS&E, along with design, check, and quantity calculations, to the County at the 90% completion stage.

Task 4.3 - Final PS&E

Quality Control and Quality Assurance

As an integral part of the CONTRACTOR Quality Control (QC)/Quality Assurance (QA) Program, a senior level engineer shall review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the federal HBP program requirements.

The review shall include comparing bridge plans with the roadway plans, and reviewing paint containment system details, traffic handling plans, and painting location and limits for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents and permit requirements. The specifications and engineer's estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment shall be reviewed, discussed, and addressed in writing by CONTRACTOR. All apparent conflicts shall be resolved in person or via telephone as necessary and CONTRACTOR shall revise the PS&E package accordingly.

CONTRACTOR shall furnish the final PS&E package in half-sized plans as well as hard copies and computer files (Microsoft (MS) Word format) of special provisions for bidding purposes. Final (100%) project plans will be submitted both in Computer-Aided Design and Drafting Drawing (CADD DWG) files and PDF files. The County will compile and duplicate the actual bid documents for advertising.

Submittal of Project Records

At the completion of the design, CONTRACTOR shall submit the original set of records. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor compliance, contract administration forms, site visit, notes, quantity calculations, engineer's estimate and estimated project schedule, project completion documents, etc.

Task 4.0 Deliverables:

- 65%, 90%, Final (100%) PS&E Packages
- Stamped Calculations and Quantities
- Independent Check Review
- QC/QA Review
- Project Records
- RE Pending File

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 5.0 – ENVIRONMENTAL PERMITTING (SWCA)

SWCA shall provide the following services.

Task 5.1 - Regulatory Agency Permits and Approvals

Implementation of this project has the potential to require permits/agreements from United States Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board (RWQCB) at each individual bridge location. Permit support under this task is limited to these agencies. Should impacts to jurisdictional waters be proposed during project refinement, SWCA shall prepare signature-ready application packages following completion of the technical studies. SWCA shall not submit the permit packages until completion of environmental review (anticipated to include a NEPA CE/CEQA CE). Once environmental review has been completed, all supporting documents shall be submitted to the agencies to supplement the application packages. SWCA shall be available to facilitate the submittal of the packages to the agencies and support negotiations with regulatory agency staff. County will provide direct payment to the applicable resource agencies for their associated permit fees.

Task 5.2 - Environmental Commitment Record

SWCA shall prepare the Environmental Commitments Record (ECR) for the project once all agency permits have been obtained. The ECR shall include all environmental commitments required for the project following the most recent Caltrans format.

Task 5.3 - Habitat Mitigation and Monitoring Plan (Optional)

Should impacts to jurisdictional waters be proposed during project refinement and the requirement for agency permits be necessitated, SWCA shall prepare a Habitat Mitigation and Monitoring Plan (HMMP) to outline the methods proposed to restore and monitor the impacted jurisdictional areas and present a suggested mitigation ratio. Generally, a HMMP consists of a three (3)-year restoration maintenance program and a five (5)-year monitoring program. The combined programs would amount to five (5) years of restoration work and monitoring following construction activities. The HMMP will also include mitigation for any tree removals that may occur. SWCA shall evaluate tree removal impacts and help develop adequate mitigation to meet the federal, state, and local requirements.

During the permitting process, resource agencies shall be able to review and comment on the HMMP. Once the HMMP is approved by the federal and state agencies during the permitting phase, SWCA shall revise (if necessary) and produce a final HMMP for the plan. It is determined that the HMMP will allow for on-site mitigation in or near the project site without the need for significant additional fieldwork. If the HMMP must be prepared for an off-site location, requiring additional fieldwork, mapping, and data collection, SWCA shall strive to conduct this work under the existing budget if feasible. It is SWCA's goal to identify potential mitigation opportunities early in the process of design to avoid delays at the end of the permitting process.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 5.4 - Pre-Construction Surveys (Optional)

Should the project adopt environmental avoidance and minimization measures that require the need for biological pre-construction surveys and/or construction monitoring, SWCA can provide these services as an optional task.

Task 5.0 Deliverables:

- Draft and final versions of each permit identified
- ECR

TASK 6.0 - RIGHT-OF-WAY SERVICES (Optional)

The proposed project is not anticipated to require right of way appraisals or acquisitions. Costs and deliverables are not included in this scope of work but can be incorporated if it is determined to be required. Monument, CONTRACTOR's right-of-way subconsultant, would be able to perform the services related to this task if requested. The services related to the preparation of plats and legal descriptions and the preparation of record of surveys would be provided by the County (if necessary).

Phase 3 – Construction (Optional)

CONTRACTOR shall be available to assist the County through completion of the construction of the project after the final design phase is completed. This phase will include tasks like bid support, construction support, and as-built plan development.

CONTRACTOR shall not perform any services related to Phase 3 of the project unless and until the County provides prior written authorization.

Optional Tasks

Optional tasks (tasks 2.1.2, 2.2, 2.3, 3.2.3, 3.2.4, 3.2.5, 3.3.2, 5.3, 5.4, 6.0, and Phase 3) identified in this scope of work shall not be performed by CONTRACTOR unless specifically requested by the County. Upon such request, CONTRACTOR shall submit the associated fee(s), and no work shall proceed without the County prior written authorization.

- A.2** All written reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual and in accordance with the project schedule.

Edgard Rizo, Assistant Engineer
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527
Email: rizoel@countyofmonterey.gov
Phone: (831) 755-5158

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$656,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in section A, Scope of Services, of this Agreement. CONTRACTOR's compensation for services rendered shall be based on the following Cost Proposal and applicable rates, or otherwise in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.countyofmonterey.gov/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Travel expenses for Federally Funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, project name, services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks– Finance Division
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

A courtesy copy of each invoice shall be emailed to the County's PM. Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**BPMP Paint Bridges - Various Locations in Monterey County, California -
PHASE 1**

Date: 1/5/2026

Conсор North America, Inc.			
Direct Labor:			\$44,281.49
Estimated Salary Increases for Multi-Year Project			\$2,226.98
Subtotal			<u>\$46,508.47</u>
Overhead (1.9321):			<u>\$89,859.01</u>
A. Labor Subtotal			\$136,367.48
 <u>Subconsultant Costs:</u>			
SWCA			\$83,409.95
Parikh			\$19,502.83
Whitson Engineers (Optional)			\$0.00
Monument (Optional)			\$0.00
B. Subconsultant Subtotal			\$102,912.78
 Other Direct Costs:			
Travel (@ active IRS mileage rate)	725 miles @	\$0.700	\$507.50
Pier Diem/ Hotel	3 days @	\$279.000	\$837.00
Equipment Rental and Supplies		\$0.000	\$0.00
Permit Fees	0 @	\$0.000	\$0.00
Miscellaneous	1 @	\$ 11.15	\$11.15
C. Other Direct Cost Subtotal:			\$1,355.65
 Labor Subtotal A. =			
			\$136,367.48
Fixed Fee (12.0%):			\$16,364.10
Subconsultant Subtotal B. =			\$102,912.78
Fixed Fee (0.0%):			\$0.00
Other Direct Cost Subtotal: C. =			\$1,355.65
Fixed Fee (0.0%):			\$0.00
TOTAL =			\$257,000.00

Note: Invoices will be based upon actual Conсор hourly rates plus overhead at 193.21% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties modify the rate in writing.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal for Phase 1 - Preliminary Engineering

Project Number: D251944CA.00																	Project Name: BPMP Paint Bridges - Various Locations in Monterey County, California - PHASE 1																
Task No.	TASKS	Principal Engineer	Principal Engineer	Senior Engineer	Professional Engineer	Professional Engineer	Engineering Designer	Principal Engineer	CAD Technician	Professional Engineer	Engineering Designer	Project Accountant	Student Intern	Principal Engineer	Senior Engineer	Senior CAD Designer	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	SWCA	Parikh	Whitson Engineers (Optional)	Monument (Optional)	Subconsultant Subtotal				
		MLR	RGF	TZE	AMH	KCB	EnDe	SAM	CADt	PrEn	EnDe1	AdAs	StIn	PriEn	SeEn	CADm		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier												
No.	Initial Hourly Rate	\$127.58	\$89.44	\$77.24	\$61.61	\$57.98	\$45.28	\$94.20	\$41.50	\$61.82	\$45.28	\$40.00	\$21.85	\$115.65	\$87.02	\$57.00																	
	Key Personnel	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	No	No	No	No	No																	
	Prevailing Wage	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No																	
																			2.9321	12%	3.2840												
PHASE 1 - PRELIMINARY ENGINEERING																	0	\$0	\$0	\$0.00	\$0	\$0											\$0
1.0	Project Initiation & Project Management																0	\$0	\$0	\$0.00	\$0	\$0	\$ 37,513	155					\$0				
1.1	Kick-Off Meeting		1	2	2												5	\$367	\$1,076	\$129.18	\$1,206	\$1,266						\$0					
1.2	Site Visit			24	24												48	\$3,332	\$9,771	\$1,172.49	\$10,943	\$11,494						\$0					
1.3	Establish Project Schedule			8	16												24	\$1,604	\$4,702	\$564.25	\$5,266	\$5,531						\$0					
1.4	Project Management		2	40	4							4					50	\$3,675	\$10,775	\$1,293.00	\$12,068	\$12,675						\$0					
1.5	Progress Meetings			12	12	4											28	\$1,898	\$5,565	\$667.85	\$6,233	\$6,547						\$0					
1.6	State Administration Requirements (By County)																0	\$0	\$0	\$0.00	\$0	\$0						\$0					
2.0	Preliminary Engineering																0	\$0	\$0	\$0.00	\$0	\$0	\$ 94,810	490					\$0				
2.1	Surveys and Mapping																0	\$0	\$0	\$0.00	\$0	\$0						\$0					
2.1.1	Boundary Mapping Review			4	8	8											20	\$1,266	\$3,711	\$445.33	\$4,156	\$4,365						\$0					
2.1.2	Topographic Mapping (OPTIONAL)																0	\$0	\$0	\$0.00	\$0	\$0						\$0					
2.2	Geotechnical Investigations (OPTIONAL)																0	\$0	\$0	\$0.00	\$0	\$0						\$0					
2.3	Hydrologic & Hydraulic Studies (OPTIONAL)																0	\$0	\$0	\$0.00	\$0	\$0						\$0					
2.4	Advance Planning Studies		4	12	48	60	100										224	\$12,249	\$35,914	\$4,309.73	\$40,224	\$42,247						\$0					
2.5.A	Preliminary Plans			4	10	10	40										64	\$3,316	\$9,723	\$1,166.76	\$10,890	\$11,437						\$0					
2.5.B	Decision Documents		2	12	88	40	40										182	\$10,658	\$31,250	\$3,749.97	\$35,000	\$36,760						\$0					
3.0	Environmental Studies			16	24	24	40										104	\$5,917	\$17,350	\$2,081.97	\$19,432	\$20,409	\$ 20,409	104	\$83,410	\$19,503		\$102,913					
																	0	\$0	\$0	\$0.00	\$0	\$0						\$0					
																	0	\$0	\$0	\$0.00	\$0	\$0						\$0					
	Subtotal - Hours	0	9	134	236	146	220	0	0	0	0	4	0	0	0	0	749	\$44,281.49	\$129,837.76	\$15,580.53	\$145,418.29	\$152,732	\$ 152,732	749				0					
	Anticipated Salary Increases																	\$2,226.98	\$6,529.71	\$783.57	\$7,313.28												
	Other Direct Costs																	\$1,355.65			\$1,355.65	\$1,355.65						0					
	Total Cost	\$0	\$805	\$10,350	\$14,540	\$8,465	\$9,962	\$0	\$0	\$0	\$0	\$160	\$0	\$0	\$0	\$0	\$44,281	\$46,508	\$136,367	\$16,364.10	\$154,087	\$154,087			\$83,410	\$19,503	\$0	\$0	\$102,913				

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: BPMP Paint Bridges - Various Locations in Monterey County, California - PHASE 1

Consultant Conсор North America, Inc.

Project No. D251944CA.00

Contract No. 10948

Date

1/5/2026

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
<u>Principal Engineer</u>	*	Reno, Mark	MLR	0	\$ 127.58	\$80 - \$170	\$ -
<u>Principal Engineer</u>	*	Ferguson, Robert	RGF	9	\$ 89.44	\$80 - \$170	\$ 804.96
<u>Senior Engineer</u>	*	Eaton, Tyler	TZE	134	\$ 77.24	\$55 - \$125	\$ 10,349.89
<u>Professional Engineer</u>	*	Hanson, Ashley	AMH	236	\$ 61.61	\$45 - \$100	\$ 14,539.96
<u>Professional Engineer</u>	*	Beltran, Kevin	KCB	146	\$ 57.98	\$45 - \$100	\$ 8,465.08
<u>Engineering Designer</u>		Engineering Designer	EnDe	220	\$ 45.28	\$35 - \$95	\$ 9,961.60
<u>Principal Engineer</u>	*	McCauley, Scott	SAM	0	\$ 94.20	\$80 - \$170	\$ -
<u>CAD Technician</u>		CAD Technician	CADt	0	\$ 41.50	\$30 - \$65	\$ -
			0	0	\$ -	\$ -	\$ -
<u>Professional Engineer</u>		Professional Engineer	PrEn	0	\$ 61.82	\$45 - \$100	\$ -
<u>Engineering Designer</u>		Engineering Designer	EnDe1	0	\$ 45.28	\$35 - \$95	\$ -
<u>Project Accountant</u>		Project Accountant	AdAs	4	\$ 40.00	\$20 - \$60	\$ 160.00
<u>Student Intern</u>		Student Intern	StIn	0	\$ 21.85	\$18 - \$31	\$ -
<u>Principal Engineer</u>		Principal Engineer	PriEn	0	\$ 115.65	\$80 - \$170	\$ -
<u>Senior Engineer</u>		Senior Engineer	SeEn	0	\$ 87.02	\$55 - \$125	\$ -
<u>Senior CAD Designer</u>		Senior CAD Designer	CADm	0	\$ 57.00	\$50 - \$100	\$ -
				Subtotal:	749		\$ 44,281.49

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 44,281.49

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 2,226.98

c) **Total Direct Labor Costs [(a) + (b)]** \$ 46,508.47

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.25%):

e) Total Fringe Benefits [(c) x (d)] \$ 28,951.52

f) Overhead (Rate: 130.96%):

g) Overhead [(c) x (f)] \$ 60,907.49

h) General and Administrative (Rate: 0.00%):

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)]** \$ 89,859.01

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%** \$ 16,364.10

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	725	Miles	\$ 0.700	\$ 507.50
Per Diem/Hotel	3	Day	\$ 279.00	\$ 837.00
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1	EA	\$ 11.15	\$ 11.15

l) TOTAL OTHER DIRECT COSTS \$ 1,355.65

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

SWCA	\$ 83,409.95
Parikh	\$ 19,502.83
Whitson Engineers	\$ -
Monument (Optional)	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 102,912.78
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 104,268.43
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 257,000.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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 <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 44,281.49	749	=	\$59.12	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	\$59.12	+	5%	=	\$62.08	Year 2 Avg Hourly Rate
Year 2	\$62.08	+	5%	=	\$65.18	Year 3 Avg Hourly Rate
Year 3	\$65.18	+	5%	=	\$68.44	Year 4 Avg Hourly Rate
Year 4	\$68.44	+	5%	=	\$71.86	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	749	=	75	Estimated Hours Year 1
Year 2	80.00%	*	749	=	599	Estimated Hours Year 2
Year 3	10.00%	*	749	=	75	Estimated Hours Year 3
Year 4	0.00%	*	749	=	0	Estimated Hours Year 4
Year 5	0.00%	*	749	=	0	Estimated Hours Year 5
	Total		Total	=	749	

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	\$59.12	*	75	=	\$4,428.15	Estimated Hours Year 1
Year 2	\$62.08	*	599	=	\$37,198.34	Estimated Hours Year 2
Year 3	\$65.18	*	75	=	\$4,881.98	Estimated Hours Year 3
Year 4	\$68.44	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$71.86	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=			\$46,508.47	
	Direct Labor Subtotal before Escalation	=			\$ 44,281.49	
	Estimated total of Direct Labor Salary Increase	=			\$2,226.98	Transfer to Page 1

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

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

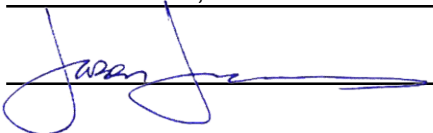
- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
- 4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
- 5. [23 Code of Federal Regulations Part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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 1/5/2026

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*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:

Bridge design services, H&H analysis, and project management.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: Bridge Design Services for Monterey County Paint Bridges – Bridge Preventive Maintenance Project

Consultant SWCA, Inc.

Project No. RFP #10948 Contract No. TBD Date 1/2/2026

DIRECT LABOR

Classification/Title	Name	Initials	Hours	Actual Hourly Rate	Range	Total
ER Subject Matter Expert II	E. Creel	EC	103.5	\$ 79.05	\$71.41 - \$81.60	\$ 8,181.68
ER Subject Matter Expert I	TBD	N/A	0	\$ 70.13	\$66.31 - \$71.40	\$ -
Env. Spec. XII	TBD	N/A	0	\$ 65.03	\$61.21 - \$66.30	\$ -
Env. Spec. XI	TBD	N/A	0	\$ 59.93	\$56.11 - \$61.20	\$ -
Env. Spec. X	TBD	N/A	158	\$ 54.83	\$51.01 - \$56.10	\$ 8,663.14
Env. Spec. IX	TBD	N/A	36	\$ 49.48	\$44.91 - \$51.00	\$ 1,781.28
Env. Spec. VIII	TBD	N/A	0	\$ 43.63	\$39.81 - \$44.90	\$ -
Env. Spec. VII	TBD	N/A	97	\$ 39.03	\$36.71 - \$39.80	\$ 3,785.91
Env. Spec. VI	TBD	N/A	0	\$ 35.95	\$33.71 - \$36.70	\$ -
Env. Spec V	TBD	N/A	0	\$ 32.68	\$29.61 - \$33.70	\$ -
Env. Spec IV	TBD	N/A	0	\$ 28.83	\$26.51 - \$29.60	\$ -
Env. Spec III	TBD	N/A	4	\$ 25.75	\$23.51 - \$26.50	\$ 103.00
Admin. Spec. V	TBD	N/A	0	\$ 32.68	\$29.61 - \$33.70	\$ -
Tech Editor Spec. IX	TBD	N/A	12	\$ 49.48	\$44.91 - \$51.00	\$ 593.76
GIS/CADD Spec. VII	TBD	N/A	18	\$ 39.03	\$36.71 - \$39.80	\$ 702.54
Project Controls Spec. VIII	TBD	N/A	8	\$ 43.63	\$39.81 - \$44.90	\$ 349.04
Project Controls Spec. V	TBD	N/A	0	\$ 32.68	\$29.61 - \$33.70	\$ -
Subtotal:			436.5			\$ 24,160.35

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 24,160.35
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) Total Direct Labor Costs [(a) + (b)]	\$24,160.35

INDIRECT COSTS

d) Fringe Benefits (Rate: 64.68%):	e) Total Fringe Benefits [(c) x (d)]	\$ 15,626.91
f) Overhead (Rate: 129.94%):	g) Overhead [(c) x (f)]	\$ 31,393.95
h) General and Administrative (Rate: 0.00%):	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(e) + (g) + (i)]		\$ 47,020.86

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%	\$ 8,541.75
--	--------------------

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

l) CONSULTANT’S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	3050	Miles	\$ 0.700	\$ 2,135.00
Lodging	4	Day	\$ 200.00	\$ 800.00
Tablet and GPS	12	EA	\$ 40.00	\$ 480.00
Per Diem	4	EA	\$ 68.00	\$ 272.00
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous				\$ -
			l) TOTAL OTHER DIRECT COSTS	\$ 3,687.00

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

				\$ -
			m) TOTAL SUBCONSULTANTS’ COSTS	\$ -
			n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 3,687.00
			TOTAL COST [(c) + (j) + (k) + (n)]	\$ 83,409.95

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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 <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
Cost Proposal	Proposal		Rate	
\$ 24,160.35	436.5	=	\$55.35	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	\$55.35	+	5%	=	\$58.12	Year 2 Avg Hourly Rate
Year 2	\$58.12	+	5%	=	\$61.03	Year 3 Avg Hourly Rate
Year 3	\$61.03	+	5%	=	\$64.08	Year 4 Avg Hourly Rate
Year 4	\$64.08	+	5%	=	\$67.28	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	100.00%	*	436.5	=	437	Estimated Hours Year 1
Year 2	0.00%	*	436.5	=	0	Estimated Hours Year 2
Year 3	0.00%	*	436.5	=	0	Estimated Hours Year 3
Year 4	0.00%	*	436.5	=	0	Estimated Hours Year 4
Year 5	0.00%	*	436.5	=	0	Estimated Hours Year 5
	Total		Total	=	436.5	

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

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$55.35	*	437	=	\$24,160.35	Estimated Hours Year 1
Year 2	\$58.12	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.03	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$64.08	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$67.28	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$24,160.35	
	Direct Labor Subtotal before Escalation			=	\$ 24,160.35	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Denis Henry Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy) 1/2/2026

Email: dhenry@swca.com Phone Number: 602-274-3831

Address: 20 E Thomas Rd. Suite 1700 Phoenix, AZ 85012

*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:

Environmental Services

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: Parikh Consultants, Inc.

Project No. Paint Bridges - Various Locations Contract No. _____ Date 9/30/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	G. Parikh	2	\$ 113.88	\$ 227.76
Senior Engineer - II	TBD	4	\$ 90.00	\$ 360.00
Project Geologist/CEG	TBD	4	\$ 70.00	\$ 280.00
Project Control	TBD	4	\$ 90.00	\$ 360.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 1,227.76
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 7.37
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,235.13

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.10%)	e) Total Fringe Benefits [(c) x (d)]	\$ 532.34
f) Overhead (Rate: 134.15%)	g) Overhead [(c) x (f)]	\$ 1,656.92
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 2,189.26

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	10%	\$ 342.44
--	-----	------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
EDR	0	per	\$ 500.00	\$ -
Environmental Testing	1	per	\$ 15,736.00	\$ 15,736.00

l) TOTAL OTHER DIRECT COSTS \$ 15,736.00

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

Subconsultant 1: _____
 Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 15,736.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 19,502.88

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Parikh Consultants, Inc.

Project No. Paint Bridges - Various Locations Contract No. _____ Date 9/30/2025

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 1,227.76	14	=	\$ 87.70	Year 1 Avg Hourly Rate

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

Year	Avg Hourly Rate	+	Proposed Escalation	=	Year	Avg Hourly Rate
Year 1	\$ 87.70	+	3%	=	\$ 90.33	Year 2 Avg Hourly Rate
Year 2	\$ 90.33	+	3%	=	\$ 93.04	Year 3 Avg Hourly Rate
Year 3	\$ 93.04	+	3%	=	\$ 95.83	Year 4 Avg Hourly Rate
Year 4	\$ 95.83	+	3%	=	\$ 98.70	Year 5 Avg Hourly Rate

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

Year	Estimated % Completed Each Year	×	Total Hours per Cost Proposal	=	Total Hours per Year	Estimated Hours Year
Year 1	80.00%	×	14.0	=	11.2	Estimated Hours Year 1
Year 2	20.00%	×	14.0	=	2.8	Estimated Hours Year 2
Year 3	0.00%	×	14.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	×	14.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	×	14.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	14.0	

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

Year	Avg Hourly Rate (calculated above)	×	Estimated hours (calculated above)	=	Cost per Year	Estimated Hours Year
Year 1	\$ 87.70	×	11	=	\$ 982.21	Estimated Hours Year 1
Year 2	\$ 90.33	×	3	=	\$ 252.92	Estimated Hours Year 2
Year 3	\$ 93.04	×	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 95.83	×	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	×	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					= \$ 1,235.13	
Direct Labor Subtotal before Escalation					= \$ 1,227.76	
Estimated total of Direct Labor Salary Increase					= \$ 7.37	Transfer to Page 1

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**BPMP Paint Bridges - Various Locations in Monterey County, California -
PHASE 2**

Date: 1/5/2026

Conсор North America, Inc.

Direct Labor:	\$69,790.60
Estimated Salary Increases for Multi-Year Project	\$7,935.29
Subtotal	<u>\$77,725.89</u>
Overhead (1.9321):	<u>\$150,174.19</u>
A. Labor Subtotal	<u>\$227,900.08</u>

Subconsultant Costs:

SWCA	\$143,732.69
Monument (Optional)	\$0.00

B. Subconsultant Subtotal **\$143,732.69**

Other Direct Costs:

Travel (@ active IRS mileage rate)	0 miles @	\$0.700	\$0.00
Pier Diem/ Hotel	0 days @	\$279.000	\$0.00
Equipment Rental and Supplies		\$0.000	\$0.00
Permit Fees	0 @	\$0.000	\$0.00
Miscellaneous	1 \$	19.22	<u>\$19.22</u>

C. Other Direct Cost Subtotal: **\$19.22**

Labor Subtotal A. =	\$227,900.08
Fixed Fee (12.0%):	\$27,348.01
Subconsultant Subtotal B. =	\$143,732.69
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$19.22
Fixed Fee (0.0%):	<u>\$0.00</u>

TOTAL = **\$399,000.00**

Note: Invoices will be based upon actual Conсор hourly rates plus overhead at 193.21% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties modify the rate in writing.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: BPMP Paint Bridges - Various Locations in Monterey County, California - PHASE 2&3

Consultant Consor North America, Inc.

Project No. D251944CA.00 Contract No. 10948 Date 1/5/2026

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Reno, Mark	MLR	0	\$ 127.58	\$80 - \$170	\$ -
Principal Engineer	*	Ferguson, Robert	RGF	4	\$ 89.44	\$80 - \$170	\$ 357.76
Senior Engineer	*	Eaton, Tyler	TZE	124	\$ 77.24	\$55 - \$125	\$ 9,577.51
Professional Engineer	*	Hanson, Ashley	AMH	188	\$ 61.61	\$45 - \$100	\$ 11,582.68
Professional Engineer	*	Beltran, Kevin	KCB	122	\$ 57.98	\$45 - \$100	\$ 7,073.56
Engineering Designer		Engineering Designer	EnDe	412	\$ 45.28	\$35 - \$95	\$ 18,655.36
Principal Engineer	*	McCauley, Scott	SAM	40	\$ 94.20	\$80 - \$170	\$ 3,768.13
CAD Technician		CAD Technician	CADt	120	\$ 41.50	\$30 - \$65	\$ 4,980.00
				0	\$ -	\$ -	\$ -
Professional Engineer		Professional Engineer	PrEn	140	\$ 61.82	\$45 - \$100	\$ 8,654.80
Engineering Designer		Engineering Designer	EnDe1	110	\$ 45.28	\$35 - \$95	\$ 4,980.80
Project Accountant		Project Accountant	AdAs	4	\$ 40.00	\$20 - \$60	\$ 160.00
Student Intern		Student Intern	StIn	0	\$ 21.85	\$18 - \$31	\$ -
Principal Engineer		Principal Engineer	PriEn	0	\$ 115.65	\$80 - \$170	\$ -
Senior Engineer		Senior Engineer	SeEn	0	\$ 87.02	\$55 - \$125	\$ -
Senior CAD Designer		Senior CAD Designer	CADm	0	\$ 57.00	\$50 - \$100	\$ -
Subtotal:				1264			\$ 69,790.60

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 69,790.60
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 7,935.29
c) Total Direct Labor Costs [(a) + (b)] \$ 77,725.89

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.25%): \$ 48,384.37 e) Total Fringe Benefits [(c) x (d)]
 f) Overhead (Rate: 130.96%): \$ 101,789.82 g) Overhead [(c) x (f)]
 h) General and Administrative (Rate: 0.00%): \$ - i) Gen & Admin [(c) x (h)]
j) Total Indirect Costs [(e) + (g) + (i)] \$ 150,174.19
k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% \$ 27,348.01

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	Miles	\$ 0.700	\$ -
Per Diem/Hotel	0	Day	\$ 279.00	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1	EA	\$ 19.22	\$ 19.22
l) TOTAL OTHER DIRECT COSTS				\$ 19.22

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

SWCA	\$ 143,732.69
Parikh	\$ -
Whitson Engineers	\$ -
Monument (Optional)	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 143,732.69
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 143,751.91
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 399,000.00

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
- Anticipated salary increases calculation (page 2) must accompany.
- "Range" shown for initial salary at time of cost submittal. This is subject to escalation.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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 <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
Cost Proposal	Proposal		Rate	
\$ 69,790.60	1264	=	\$55.21	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	\$55.21	+	5%	=	\$57.97	Year 2 Avg Hourly Rate
Year 2	\$57.97	+	5%	=	\$60.87	Year 3 Avg Hourly Rate
Year 3	\$60.87	+	5%	=	\$63.91	Year 4 Avg Hourly Rate
Year 4	\$63.91	+	5%	=	\$67.11	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	0.00%	*	1264	=	0	Estimated Hours Year 1
Year 2	10.00%	*	1264	=	126	Estimated Hours Year 2
Year 3	60.00%	*	1264	=	758	Estimated Hours Year 3
Year 4	30.00%	*	1264	=	379	Estimated Hours Year 4
Year 5	0.00%	*	1264	=	0	Estimated Hours Year 5
	Total		Total	=	1264	

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

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$55.21	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$57.97	*	126	=	\$7,327.41	Estimated Hours Year 2
Year 3	\$60.87	*	758	=	\$46,163.81	Estimated Hours Year 3
Year 4	\$63.91	*	379	=	\$24,234.67	Estimated Hours Year 4
Year 5	\$67.11	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$77,725.89	
	Direct Labor Subtotal before Escalation			=	\$ 69,790.60	
	Estimated total of Direct Labor Salary Increase			=	\$7,935.29	Transfer to Page 1

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

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

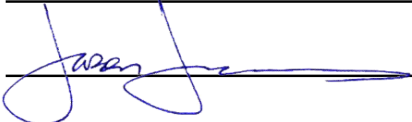
- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
- 4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
- 5. [23 Code of Federal Regulations Part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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 1/5/2026

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*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:

Bridge design services, H&H analysis, and project management.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: Bridge Design Services for Monterey County Paint Bridges – Bridge Preventive Maintenance Project

Consultant SWCA, Inc.

Project No. RFP #10771 Contract No. TBD Date 1/2/2026

DIRECT LABOR

Classification/Title	Name	Initials	Hours	Actual Hourly Rate	Range	Total
ER Subject Matter Expert II	E. Creel	EC	144	\$ 79.05	\$71.41 - \$81.60	\$ 11,383.20
ER Subject Matter Expert I	TBD	N/A	0	\$ 70.13	\$66.31 - \$71.40	\$ -
Env. Spec. XII	TBD	N/A	0	\$ 65.03	\$61.21 - \$66.30	\$ -
Env. Spec. XI	TBD	N/A	0	\$ 59.93	\$56.11 - \$61.20	\$ -
Env. Spec. X	TBD	N/A	267	\$ 54.83	\$51.01 - \$56.10	\$ 14,639.61
Env. Spec. IX	TBD	N/A	15	\$ 49.48	\$44.91 - \$51.00	\$ 742.20
Env. Spec. VIII	TBD	N/A	0	\$ 43.63	\$39.81 - \$44.90	\$ -
Env. Spec. VII	TBD	N/A	267	\$ 39.03	\$36.71 - \$39.80	\$ 10,421.01
Env. Spec. VI	TBD	N/A	0	\$ 35.95	\$33.71 - \$36.70	\$ -
Env. Spec V	TBD	N/A	0	\$ 32.68	\$29.61 - \$33.70	\$ -
Env. Spec IV	TBD	N/A	0	\$ 28.83	\$26.51 - \$29.60	\$ -
Env. Spec III	TBD	N/A	0	\$ 25.75	\$23.51 - \$26.50	\$ -
Admin. Spec. V	TBD	N/A	0	\$ 32.68	\$29.61 - \$33.70	\$ -
Tech Editor Spec. IX	TBD	N/A	72	\$ 49.48	\$44.91 - \$51.00	\$ 3,562.56
GIS/CADD Spec. VII	TBD	N/A	72	\$ 39.03	\$36.71 - \$39.80	\$ 2,810.16
Project Controls Spec. VIII	TBD	N/A	0	\$ 43.63	\$39.81 - \$44.90	\$ -
Project Controls Spec. V	TBD	N/A	0	\$ 32.68	\$29.61 - \$33.70	\$ -
Subtotal:			837			\$ 43,558.74

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 43,558.74
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) Total Direct Labor Costs [(a) + (b)]	\$43,558.74

INDIRECT COSTS

d) Fringe Benefits (Rate: 64.68%):	e) Total Fringe Benefits [(c) x (d)]	\$ 28,173.79
f) Overhead (Rate: 129.94%):	g) Overhead [(c) x (f)]	\$ 56,600.23
h) General and Administrative (Rate: 0.00%):	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(e) + (g) + (i)]	\$ 84,774.02

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%	\$ 15,399.93
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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

l) CONSULTANT’S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Miles	\$ 0.700	\$ -
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

	\$ -

m) TOTAL SUBCONSULTANTS’ COSTS \$ -

n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 143,732.69

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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 <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
Cost Proposal	Proposal		Rate	
\$ 43,558.74	837	=	\$52.04	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	\$52.04	+	5%	=	\$54.64	Year 2 Avg Hourly Rate
Year 2	\$54.64	+	5%	=	\$57.37	Year 3 Avg Hourly Rate
Year 3	\$57.37	+	5%	=	\$60.24	Year 4 Avg Hourly Rate
Year 4	\$60.24	+	5%	=	\$63.25	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	100.00%	*	837	=	837	Estimated Hours Year 1
Year 2	0.00%	*	837	=	0	Estimated Hours Year 2
Year 3	0.00%	*	837	=	0	Estimated Hours Year 3
Year 4	0.00%	*	837	=	0	Estimated Hours Year 4
Year 5	0.00%	*	837	=	0	Estimated Hours Year 5
	Total		Total	=	837	

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

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$52.04	*	837	=	\$43,558.74	Estimated Hours Year 1
Year 2	\$54.64	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$57.37	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.24	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.25	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$43,558.74	
	Direct Labor Subtotal before Escalation			=	\$ 43,558.74	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Denis Henry Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy) 1/2/2026

Email: dhenry@swca.com Phone Number: 602-274-3831

Address: 20 E Thomas Rd. Suite 1700 Phoenix, AZ 85012

*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:

Environmental Services

EXHIBIT B – CALTRANS PROVISIONS

Verbatim - Articles VII, VIII and IX of Caltrans Exhibit 10-R

Article VII Cost Principles and Administrative Requirements

- A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.
- B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.
- D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

Article IX Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an

EXHIBIT B – CALTRANS PROVISIONS

incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

EXHIBIT B – CALTRANS PROVISIONS

- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

**EXHIBIT C – INCORPORATION OF RFP #10948,
ADDENDUMS NO. 1 THROUGH 3 TO RFP #10948, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10948, to provide bridge design services for the Bridge Preventative Maintenance Program (BPMP) Paint Bridges Project. CONSOR North America, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10948. County selected CONSOR North America, Inc. to provide bridge design services for the BPMP Paint Bridges Project.

RFP #10948, Addendums No. 1 through 3 to RFP #10948, and the Proposal submitted by CONSOR North America, Inc. are hereby incorporated into this Agreement by this reference.

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Form No: SCA 23 500 D09 10 11

Endorsement Effective Date:

Endorsement No:

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2025

Policy Page:



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

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

SCHEDULE

Name of Additional Insured Person Or Organization

Per schedule on file with company

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

All other terms and conditions of the policy remain unchanged

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

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2025

Policy Page: of



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

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

<p>Named Insured: Consor Holdings LP.</p> <p>Endorsement Effective Date: 12/31/2025</p>

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OF WHICH
YOU ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS WAIVER FROM US.

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

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

Form No: CA 04 44 10 13	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 7095132738
Endorsement No: ; Page: 1 of 1			Policy Effective Date: 12/31/2025
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606			Policy Page: of



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

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

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

300200527036607527420



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

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

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

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

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

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

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

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

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

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



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

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

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

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

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

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CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHO OF WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19180-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 7095140595

Policy Effective Date: 12/31/2025

Endorsement No: ; Page: 1 of 1

Policy Page: of

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606