



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-17134

- a. Approve Professional Services Agreement with TRC Engineers, Inc. to provide professional engineering services for the Chualar Community and School Connections Project through the Active Transportation Program, Request for Proposals #10911, for an initial term of three years from October 22, 2024 to October 21, 2027, with the option to extend the Agreement for two additional years, for an amount not to exceed \$576,608; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the amount by more than 10% (\$57,661) of the original approved Agreement amount of \$576,608, bringing the potential overall aggregate not to exceed amount to \$634,269, 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 22nd day of October 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams

NOES: None

ABSENT: Supervisor Askew

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 October 22, 2024.

Dated: October 25, 2024

File ID: A 24-484

Agenda Item No.: 51

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:
TRC Engineers, 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 generally provided are described as follows:
professional engineering services for the Chualar Community and School Connections Project
through the Active Transportation Program (ATP) in Chualar, California

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 \$576,608.

3. **TERM OF AGREEMENT.** The term of this Agreement is from October 22, 2024 to October 21, 2027, 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 Request for Proposals (RFP) #10911, Addendums No. 1, No. 2 and No. 3 to RFP #10911, and Proposal Documents, on file with the Department of PWFP

Exhibit D Modification to Agreement Provisions

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. Please refer to Exhibit D of Agreement.

DS Contractor's Initials/Date	
M/10/9/24	10/9/2024 8:05 PM PDT
GR	10/9/2024 9:32 PM PDT

~~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, 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, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, 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.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance 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.

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:
<hr/> J. Erich Rauber, PE Senior Civil Engineer <hr/> Name and Title	<hr/> Mark A. Imbriani, PE Vice President <hr/> Name and Title
<hr/> 1441 Schilling Place, South 2nd Floor Salinas, California 93901 <hr/> Address	<hr/> 10680 White Rock Road, Suite 100 Rancho Cordova, California 95670 <hr/> Address
<hr/> (831) 755-5855 <hr/> Phone	<hr/> (916) 366-0632 <hr/> 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: DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer
Date: 10/29/2024 | 10:09 AM PDT

TRC Engineers, Inc.
Contractor's Business Name*

By: _____
Department Head (if applicable)
Date: _____

By: DocuSigned by:
Mark A. Imbriani
E997A2E4879D4FE...
(Signature of Chair, President, or
Vice-President)*

By: _____
Board of Supervisors (if applicable)
Date: _____

Mark A. Imbriani, Vice President
Name and Title
Date: 10/9/2024 | 8:05 PM PDT

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

By: Signed by:
Michael J. Whilden
2C6F38174D4940D...
County Counsel
Date: 10/10/2024 | 10:14 AM PDT

By: Signed by:
Grant Ratkovic
0FC241EA8EED4E8...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

Grant Ratkovic, Assistant Secretary
Name and Title

By: DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller
Date: 10/10/2024 | 11:02 AM PDT

Date: 10/9/2024 | 9:32 PM PDT

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

By: _____
David Bolton, Risk Manager
Date: _____

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 per California Corporations Code Section 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 two (2) managers. 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 this Agreement 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 the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
TRC Engineers, Inc., hereinafter referred as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 This Scope of Services has been developed based on information provided in County’s Request for Proposals (RFP) #10911 and is further detailed to address specific services required to develop Plans, Specifications & Estimate (PS&E), Right of Way, and provide Construction/Bidding Support.

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below. The Scope of Services includes design of 6,600 linear feet (LF) of new curb, gutter, 39,600 square feet (SF) of new sidewalk, 2,500 LF of new striping for cross walks/traffic lanes, and bike lanes, 22 new Americans with Disabilities Act of 1990 (ADA) ramps, necessary signage, beacons, and bike lanes. Engineering design services shall include but not be limited to the following services and requirements:

The following Subcontractors have been included on the team:

Firm	Areas of Expertise
TRC Engineers, Inc. (CONTRACTOR)	Project Management, Project Oversight, Civil & Structural Design
LSA Associates, Inc.	Environmental and Permitting
BSK Associates	Geotechnical Engineering & Initial Site Assessment, Preliminary Site Investigation
Bess Testlab, Inc.	Potholing
Peters Engineering Group	Electrical Design (Flashing Beacons)

CONTRACTOR shall be responsible to County for assuring that all necessary tasks are completed by the appropriate team members.

The following detailed Scope of Services reflects CONTRACTOR’s proposed approach for developing and delivering **Professional Engineering Services for Active Transportation Program (ATP) Projects in the Community of Chualar** for County.

PHASE 1 PRELIMINARY ENGINEERING AND ENVIRONMENTAL

TASK 1 PROJECT MANAGEMENT

This activity will begin after the Scoping Meeting and receipt of County’s Notice to Proceed (NTP) and will continue through completion of all Project design deliverables.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.1 Project Team Meetings

Kickoff Meeting

With the completion of scoping efforts and NTP, CONTRACTOR shall initiate the Project, organize the team and ensure that each member understands their roles and responsibilities for efficient execution of the work. A Project Kickoff Meeting via conference call will be conducted between CONTRACTOR's team and County.

Project Development Team (PDT) Meetings

PDT meetings will be held in accordance with the approved Project schedule. These meetings may be held in County offices or via phone conference call to coordinate the transfer of Project information to the team members and County. PDT meeting notes will be prepared to document discussions and decisions from the meeting. Notes shall include a list of action items and issues log from the meeting (and previous meetings) with due dates and defined responsibilities. A total of three (3) PDT meetings are anticipated during the design (Phase 1) of the Project.

Task 1.2 Microsoft Project Baseline Schedule

CONTRACTOR shall develop a simplified critical path method (CPM) Project baseline schedule for County approval. Project schedule shall be developed to the level of detail required for the various phases of the Project and shall be updated monthly by CONTRACTOR. CONTRACTOR shall provide updated Project schedule to County as updates are made.

Task 1.3 Public Meetings and Presentations

CONTRACTOR shall work closely with County staff and develop Public Meeting format, meeting notices, agendas, presentations, and meeting materials for up to two (2) public outreach meetings. CONTRACTOR shall coordinate and facilitate meetings and prepare notes that can be shared with the public after review by County staff. Key stakeholders for the Project include:

- Local Business Owners
- Local Residents
- County of Monterey
- Transportation Agency for Monterey County (TAMC)
- Caltrans
- County Board of Supervisors
- School Districts
- Public Utilities

Task 1.3.1 Public Meeting #1

The first Public Meeting shall be held to describe the Project and obtain feedback from Project stakeholders. The meeting shall be in person near the Project site or in a virtual setting, whichever is more effective and appropriate. CONTRACTOR shall facilitate the meeting and describe the Project and design alternatives, answer questions, and obtain feedback on right of way issues, environmental, alternative alignments, traffic impacts, construction impacts, and other issues.

Task 1.3.2 Public Meeting #2

CONTRACTOR shall convene a second Public Meeting at approximately the 30% design stage with key Project stakeholders. The meeting shall be in person near the Project site or in a virtual setting, whichever is more effective and appropriate. During the meeting, CONTRACTOR shall present public input from the first Public Meeting to obtain feedback on initial alternative designs.

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All public meetings will be held in an easily accessible and recognized public venue secured with County assistance, such as a library, community center, or local school.

DELIVERABLES:

- Public Meeting planning and logistics
- Meeting notices (print newsletter, postcards, and social media posts) and publicity (newspaper ads, emails)
- Presentation materials, displays and handouts
- Meeting facilitation
- List of meeting attendees

Task 1.4 Coordination with Permitting Agencies and County

CONTRACTOR shall provide project management activities throughout the life of the Agreement. Project management scope includes, but is not limited to the following:

- Maintain a Basis of Design document
- Efficiently managing the Project schedule and budget
- Coordinate and facilitate Project meetings, including County Interagency, and Public Meetings
- Field Reviews

Coordination includes, but is not limited to, preparing contract related paperwork, memos, letters, email, phone calls and maintaining Project files.

Task 1.5 Public Information Officer Support Services

In addition to Public Meetings, CONTRACTOR shall coordinate meetings with key stakeholder groups and interested public agencies with County as the lead agency.

CONTRACTOR shall work closely with County staff to develop Stakeholder Meeting format, agendas, presentations, and meeting materials for no more than two (2) Stakeholder Meetings as needed. CONTRACTOR shall facilitate all phases of meeting from planning, coordination with County and stakeholders, to meeting facilitation, note taking and preparation of meeting summary. Stakeholder Meeting input will shape the public outreach plan and technical elements of the Project. Key stakeholders for the Project include:

- Local Business Owners
- Local Residents
- County of Monterey
- TAMC
- Caltrans
- County Board of Supervisors
- School Districts
- Public Utilities

Task 1.6 Progress Reports and Invoices

CONTRACTOR shall provide monthly invoices and Project progress reports. Progress reports shall include activities performed during the previous month and work to be performed. Progress reports shall also include a summary of the Project budget including percentage of budget spent in comparison to percentage of Project completion.

Task 1.7 Project Coordination/Subcontractor Coordination

CONTRACTOR shall provide team coordination and oversight and provide updates to County periodically. Managing the Project team includes, but is not limited to, preparing contract related

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paperwork, memos, letters, email, phone calls and maintaining Project files.

Task 1.8 Quality Control (QC)/Quality Assurance (QA)

CONTRACTOR shall prepare and implement a proven QC/QA plan. Overall QC/QA shall be performed throughout the Design Phase including detailed QC at the 50% and 100% design submittals. CONTRACTOR shall review all deliverables to County including reports, plans, specifications, etc. and make recommendations, corrections, or improvements on each submittal and discuss these items in detail with Project Team. Any changes shall be discussed with each design discipline and implemented, as deemed necessary for the benefit of the Project.

DELIVERABLES:

- Baseline CPM Schedule and Updates
- PDT Meeting Notes with Action Item List and Issues Log
- Progress Reports/Invoices
- QC Plan Documentation
- Public Outreach Meetings and Presentation Materials

TASK 2 MAPPING AND SURVEYS

Task 2.1 Topographic Surveys Mapping

County shall provide all research, surveying, and mapping for this task.

DELIVERABLES:

- Topographic Survey in an AutoCAD .DWG file

Task 2.2 Right of Way Determination

County shall research record right of way, property information and recorded maps, conduct field surveys and prepare pre-construction corner record for surveyed monuments, as needed.

DELIVERABLES:

- Right of Way Mapping/Delineation in AutoCAD .DWG file

Task 2.3 Design Criteria

Task 2.3.1 Preliminary Data and Design Parameters Memo

County shall provide CONTRACTOR with pertinent existing reports and information for the Project. This information will be reviewed and made available to Project Team (CONTRACTOR's team and County) to understand the history of the site, conditions and the previous conceptual design efforts of this roadway.

CONTRACTOR shall identify issues that must be addressed in the design. CONTRACTOR shall prepare a Design Parameters Memo summarizing all of the design criteria needed for the Project, including Average Daily Traffic (ADT), design speed, geometric cross section, stopping sight distance, superelevation rate, American Association of State Highway and Transportation Officials (AASHTO) references, and any other information that may be necessary to document the design standards.

Exclusions:

The following work is specifically excluded from the Scope of Services:

- Utility surveys other than American Society of Civil Engineers (ASCE) Level C as described above
- Preparation of a Record of Survey or other Recorded Map
- Title Research or Acquisition Plats

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- Design Services
- Any work not specifically included in the above Scope of Services

TASK 3 UTILITY COORDINATION

CONTRACTOR shall support County in following the Caltrans Utility Coordination Process throughout the design for relocation and avoidance of public utility conflicts.

Task 3.1 Utility “A” Letter

CONTRACTOR shall notify all utility companies operating in the Chualar area to determine if they have facilities within the Project limits. County shall approve the letter of transmittal and receive evidence of mailing from CONTRACTOR. CONTRACTOR shall compile a list of utility agencies into a spreadsheet matrix and will also include the initial utility coordination to confirm contacts for each agency. CONTRACTOR shall develop utility maps based upon the information received from Utility Owners and incorporate this information into the base mapping and verify through topographic surveys.

Task 3.2 Utility “B” Letter (Exhibit 13-EX-09) and Location Maps

CONTRACTOR shall send the “B” Letter to document receipt of the facility mapping and incorporation into the Project base maps. CONTRACTOR shall prepare Location Maps and a “Master” colored utility map showing all the utilities along with individual utility maps for each utility company showing only their facilities.

Task 3.3 Utility Conflict Maps

CONTRACTOR shall prepare Utility Conflict Maps for any facilities that conflict with the proposed Project construction. The layout and format of the Conflict Maps is similar to the Location Maps.

Task 3.4 Report of Investigation

CONTRACTOR shall prepare a Report of Investigation for each existing facility to document their impact (if any) on the Project construction. CONTRACTOR shall prepare two (2) such reports. Additional reports are not included in this Scope of Services and will be considered Additional Services. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County via an executed Amendment to this Agreement prior to CONTRACTOR providing Additional Services.

Task 3.5 Utility “C” Letters

CONTRACTOR shall prepare a Notice to Owner and Utility Agreement for each utility that conflicts with the proposed Project construction. These documents shall identify the cost share/liability, timeframes for relocations, and will include Relocation Plans (prepared by the individual utility company).

DELIVERABLES:

- Utility A, B, and C Letters
- Utility Conflict Maps
- Report of Investigation (two (2))

TASK 4 GEOTECHNICAL INVESTIGATION

Task 4.1 Utility Potholing (By Bess Testlab, Inc. (Bess))

Bess (CONTRACTOR’s subcontractor) shall perform utility potholing in twenty (20) locations per the County’s direction. Bess shall complete utility potholes using air-vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities

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within the investigation area.

Bess shall provide data collected as a result of potholing activities in a Portable Document Format (PDF) report which shall include the following: utility type, size, material, depth, and pictures of the exposed utility. Pothole locations (in the field) will be marked with wooden lath and ribbon marked with the pothole number, utility size, and depth or MAG nail with pertinent utility data annotated on the ground surface. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and the appropriate surface restoration materials.

Prior to potholing, CONTRACTOR (Bess) will require a pothole request list identifying the pothole number, horizontal location in coordinate format and the type of utility to be potholed and two (2) sets of half size plans (11"x17") with the pothole locations clearly marked and annotated with the corresponding pothole number.

Exclusions: The following are specifically excluded from the potholing scope of services:

- Removal of locate and/or USA markings.
- Additional utility potholes and/or crew hours without written approval
- Special backfill and/or asphalt restoration requirements (e.g., hot patch asphalt, half-sack slurry, aggregate base backfill, etc.)
- Any services not specifically addressed within the above Scope of Services without County's written approval

Task 4.2 Earthwork Calculations

CONTRACTOR shall develop earthwork cut/fill volumes and include the volumes on the layout sheets of the 50% and 100% plans. CONTRACTOR shall calculate embankment quantities, if any, will be calculated to account for subsidence based on BSK's recommendations.

Task 4.3 Road Subgrade Properties and "R" Values (By BSK Associates (BSK))

Task 4.3.1 Desktop Study/Project Setup

CONTRACTOR shall coordinate and perform Project setup, staff briefing, and field coordination with BSK's (CONTRACTOR's subcontractor) staff, drillers, traffic control, and private utility location services. CONTRACTOR and BSK shall review readily available geologic and soil literature in the vicinity of the Project site. BSK's research shall include review of any as-built drawings, review of readily available data regarding regional subsidence and geologic hazards, site accessibility, boring layout, utility clearance, and permitting (County Health Department - Environmental Health (EH) Bureau permits and County Housing & Community Development (HCD) Department encroachment permits).

BSK shall visit the Project site and mark exploratory locations with white paint and/or flags. BSK shall contact USA a minimum of 72 business hours prior to field exploration and submit USA ticket for utility clearance. CONTRACTOR shall make arrangements to scan the proposed boring locations with ground penetrating radar prior to commencement of drilling to locate underground utilities.

As required by local ordinance, CONTRACTOR shall obtain a drilling permit from County EH and an encroachment permit from HCD prior to drilling.

CONTRACTOR anticipates encroachment permit fees will be waived. In coordination with County, CONTRACTOR shall provide traffic control and traffic control plan in conformance with Caltrans Manual on Uniform Traffic Control Devices (MUTCD) and County requirements

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to ensure public and field crew safety.

Task 4.3.2 Field Exploration

BSK shall explore the Project site subsurface conditions by drilling twelve (12) soil borings to depths of about five (5) to fifty (50) feet below the existing ground surface (BGS) or practical refusal, whichever occurs first, using truck mounted drill rig or limited access rig to provide access below overhead utility lines, if necessary. BSK shall use mud rotary drilling techniques as required if anticipated groundwater conditions are present. BSK shall complete field exploration within two (2) days.

BSK shall maintain a log of the soils encountered during field exploration and obtain samples for visual examination, classification, and laboratory testing. BSK shall record the number of blows necessary to drive Standard Penetration Test (SPT) or 2.5-inch inside diameter split spoon samplers in the logs. Free groundwater, if observed, will also be noted by BSK in the logs. BSK shall evaluate the in-situ strength characteristics of cohesive soils in the field using a hand-held pocket penetrometer. Upon completion, BSK shall backfill the borings with cement grout and capped with quick setting concrete tinted black in paved areas. If no hazardous materials are present in the existing soil, excess soil cuttings generated during the drilling operation can be spread near the boring locations. If hazardous materials are encountered (either visually or by odor) in the soil borings during field investigation, BSK shall immediately terminate borings and backfill areas with cement grout. CONTRACTOR shall notify County immediately of such an occurrence, and together determine whether to continue, modify, or cease the remainder of the investigation program.

Task 4.3.3 Laboratory Testing

BSK's Geotechnical Engineer shall develop a laboratory testing program to evaluate pertinent engineering properties for design. BSK shall perform laboratory tests on selected soil samples which include measurement of moisture content/dry density, sieve analysis, Atterberg limits or Expansion Index (EI), shear strength, R- Value, and corrosivity testing. If additional laboratory testing is necessary, it will be considered an Additional Service. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement prior to CONTRACTOR providing Additional Services.

Task 4.3.4 Soils Analysis/Evaluation

Using the field investigation results, soil borings, and laboratory tests, BSK shall perform engineering analyses to develop recommendation criteria for earthwork, foundation design, and pavement design for this Project. Engineering calculations will be performed to evaluate liquefaction potential, estimate design bearing capacity, lateral earth pressures, temporary and permanent slope stability, and recommended pavement sections in accordance with the Caltrans Flexible Pavement Design Method.

Task 4.3.5 Draft Geotechnical Design Report (GDR)

BSK shall prepare a GDR which shall include field investigation results, laboratory tests, engineering analysis, and conclusions and recommendations. BSK's GDR shall follow Caltrans guidelines for Earth Retaining Systems (ERS), and in accordance with the current Caltrans Seismic Design Criteria, and the Rock and Soil Logging Manual. BSK shall follow the most current Caltrans design requirements and include Log of Test Borings (LOTB) sheets, if needed, and develop an Acceleration Response Spectrum (ARS) curve for the design of retaining walls. The GDR shall be prepared under the supervision of a California registered Geotechnical Engineer and shall include the following:

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- Project description
- Vicinity map and site plan showing the approximate boring locations
- Results of laboratory testing
- Boring logs, and LOTB, if needed.
- Discussion of faulting and seismicity, including provision of an ARS curve for the new retaining walls based on Caltrans Seismic Design Criteria Version 2. The ARS curve shall be developed based on estimated shear wave velocities. The Vs30 (average shear wave velocity for the upper thirty (30) meters or about one hundred (100) feet) for the site shall be evaluated and the ARS curve shall be developed using the interactive Caltrans ARS website.
- Discussion of field investigation, borings logs, and results of laboratory tests, general site conditions, general subsurface conditions as encountered in borings, encountered groundwater elevation, and potential for regional subsidence, based on readily available data from the California Department of Water Resources.
- Comments on liquefaction potential and associated effects including seismically induced settlement and lateral spread.

Additionally, BSK shall include the following conclusions and recommendations in the GDR related to the geotechnical aspects of:

- Roadway design recommendations in accordance with Caltrans Flexible Pavement Design Method, including pavement section thicknesses based on Traffic Indices provided by County and R-Value test results for the subgrade soils at the Project site
- Temporary and permanent slope stability parameters
- Retaining wall recommendations, if needed, including lateral earth pressures (active, passive, and seismic pressures), drainage, and surcharge loading discussion
- Spread footing recommendations for retaining walls, if needed, including allowable soil bearing pressures, minimum embedment depth, minimum widths, resistance to lateral loads, friction coefficient, and modulus of subgrade reaction (and modification based on foundation size)
- The design of Cast-in-Drilled-Hole (CIDH) foundations, if needed, including minimum depth of embedment and construction considerations; unfactored lateral deflection, shear, and bending moment for deep foundations using LPILE Plus (version 2015), and LPILE parameters
- Site preparation and earthwork recommendations, including compaction criteria and imported fill requirements, including utility trench backfill and subgrade/aggregate base for pavement areas, whether onsite soils can be used as engineered fill
- Site drainage recommendations
- Construction considerations and limitations
- Presentation of soil corrosivity analysis based on Caltrans test methods

CONTRACTOR shall provide an electronic copy of the draft report in PDF format via email to the design team and County for review.

DELIVERABLES:

- Draft GDR

Task 4.3.6 Final Geotechnical Design Report

Upon receipt of review comments and input from the design team and County, CONTRACTOR shall revise and finalize the Draft GDR. CONTRACTOR shall provide LOTB in AutoCAD format for inclusion in the Project plans, if needed.

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DELIVERABLES:

- Final GDR

TASK 5 ENVIRONMENTAL DOCUMENTATION

Task 5.1 Project Initiation/Project Description (By LSA Associates, Inc. (LSA))

LSA (CONTRACTOR's subcontractor) shall conduct a background review of the Project to determine the necessary environmental studies. LSA shall also prepare the project description for the Project.

Task 5.2 Preparation of Permit Applications (By LSA)

If it is determined that the proposed Project will result in direct impacts to jurisdictional aquatic resources, LSA shall prepare regulatory permit application packages covering impacts to verified jurisdictional aquatic resources. This task will include pre-application coordination with the involved regulatory agencies, compilation of applicable project information to be provided by the Project Team, preparation of a project-specific Habitat Mitigation and Monitoring Plan (HMMP), if required, County/Project Team review of the draft permit application/notification packages, and submittal of completed permit application/notification packages. The specific permitting tasks below are based on assumed requirements to complete each task based on regulatory guidance at the time of preparation of this Scope of Services.

Task 5.2.1 Permit Applications (By LSA)

Clean Water Act Section 404 Notification (Army Corps of Engineers)

LSA shall prepare a Pre-Construction Notification package pursuant to Section 404 of the Clean Water Act, to request confirmation from the ACOE that the Project is authorized under an applicable Nationwide Permit (NWP) (likely NWP 14 – Linear Transportation Projects or NWP 18 – Minor Discharges). The notification package will include a cover letter along with relevant project exhibits, a jurisdictional delineation report (to be prepared under a separate task), and applicable environmental documents (e.g., biological resources assessment, cultural resources report, air quality assessment, etc.), impact analyses, and site plans/cross sections in the required formats. An electronic copy of the draft notification package will be submitted to County and Project Team for review. Then, based on receipt of one set of consolidated and nonconflicting comments, LSA will prepare and submit the final notification package to the ACOE.

Clean Water Act Section 401 Certification (Regional Water Quality Control Board (RWQCB))

LSA shall prepare a Clean Water Act Section 401 Water Quality Certification Application Package to submit to the Central Coast RWQCB. The application package shall include all required documents including but not limited to the following: a completed Application for Individual Water Quality Certification and/or Waste Discharge Requirements Form and required attachments. In addition, a brief alternatives analysis letter based on information provided by the Project Team will be prepared and included in the application package.

If an application is required, application fees shall be paid by County. LSA shall submit an electronic copy of the draft application package to County and Project Team for review. Then, based on receipt of one (1) set of consolidated and nonconflicting comments, LSA shall incorporate comments and prepare and submit the final application package to the RWQCB.

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Section 1602 Lake or Streambed Alteration Agreement (California Department of Fish and Wildlife (CDFW))

LSA shall prepare a California Fish and Game Code Section 1602 Lake or Streambed Alteration Agreement notification package. The notification package shall include all required documents including but not limited to the following: Lake or Streambed Alteration Agreement Form FG 2023, vicinity map and site photos, Project description and project plans, jurisdictional delineation map (to be prepared under a separate amendment to this Agreement, if needed), Habitat Mitigation and Monitoring Plan (HMMP), if required, and NOD showing CEQA compliance; and filing fees.

If an application is required, application fees shall be paid by County. LSA shall submit an electronic copy of the draft application materials to County and Project Team for review. Then, based on receipt of one (1) set of consolidated and nonconflicting comments, LSA shall incorporate comments and prepare the final application materials for submittal via CDFW's Environmental Permit Information Management System (EPIMS).

Task 5.2.2 Engineering Support for Environmental Studies and Permitting

CONTRACTOR and LSA shall prepare permit applications including required supporting documents, corresponding plan sheets and exhibits to develop the permit applications. CONTRACTOR and LSA shall prepare response to regulatory agency comments as required to complete the permit process. CONTRACTOR and LSA shall provide three (3) sets of comments for each application.

CONTRACTOR's Design Team shall assist LSA with environmental studies by providing impact areas, corresponding plan sheets and exhibits to help support the environmental documents needed for the Project.

Task 5.3 Environmental Studies (By LSA Associates, Inc.)

Based on CONTRACTOR's understanding of the Project and CEQA streamlining provisions, LSA anticipates that the Project would be exempt from environmental review pursuant to Section 15301(b) of the CEQA Guidelines (Class 1, Existing Facilities). LSA shall prepare a memorandum documenting the reasons why the Project qualifies for a CE under Class 1 and why none of the exceptions to qualifying for an exemption as identified under CEQA Guidelines Section 15300.2 (Exceptions) are present.

CONTRACTOR shall comply with all CE standard conditions of approval and Best Management Practices (BMPs) provisions during construction activities to ensure Project does not impact the environment. LSA shall coordinate with County and Project Team to discuss the recommended level of environmental review.

LSA shall document the determination for the exempt status in a Notice of Exemption (NOE) accompanied by a supporting CE Memorandum, as described above. The most up-to-date Project plans, to be provided by the Project Team, will be attached to the CE Memorandum, along with any supporting figures produced by LSA.

LSA shall include collection and review of all applicable background materials. LSA shall also coordinate with CONTRACTOR and County to prepare a Project description and submit completed Project description via email to CONTRACTOR and County for review and approval.

LSA shall prepare an Administrative Draft NOE and CE Memorandum for CONTRACTOR and County review then, based on receipt of one (1) set of consolidated and nonconflicting comments,

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prepare a Final NOE and CE Memorandum.

DELIVERABLES:

- Draft Project Description in Microsoft Word
- Administrative Draft NOE and CE Memorandum in Microsoft Word and PDF
- Final NOE and CE Memorandum in Microsoft Word and PDF

PHASE 2 FINAL DESIGN PS&E

TASK 6 DESIGN/ENGINEERING

Task 6.1 50% Preliminary Design

Task 6.1.1 50% Preliminary Design

CONTRACTOR shall detail the preferred alignment to the 50% level including developing the Title Sheet, Typical Sections, Layout, and Profile Drawings.

Peter's Engineering Group (PEG) (CONTRACTOR's subcontractor) shall prepare preliminary plans for installation of rectangular rapid flashing beacons (RRFB) at two (2) separate crosswalk locations and submit to CONTRACTOR for incorporation in the 50% plans.

In the event that County does not allow solar power for the beacons, PEG shall assist with preparation of an application for electrical service.

Task 6.1.2 50% Engineer's Estimate

CONTRACTOR shall prepare a detailed 50% Engineer's Estimate (road/electrical) using the Caltrans item codes and current unit prices. CONTRACTOR shall calculate quantities for the estimate, and the independent design check of quantities will occur at the 100% stage. A contingency of 15% will be used for the 50% estimate.

DELIVERABLES:

- 50% Geometric Approval Drawings (GADs)
- Preliminary Cost Estimate

Task 6.2 Drainage Analysis

CONTRACTOR shall develop drainage plans for the roadway within the Project limits.

Task 6.2.1 Drainage Plans

Drainage Improvement Plans -CONTRACTOR shall prepare final construction plans for the proposed storm drain system (standard 1" = 20' scale drawings) utilizing all compiled base sheet information including utility locations and crossings. CONTRACTOR shall develop plans for storm drain and ancillary structures in accordance with Local or Caltrans Standard Plans including but not limited to the following standard details: pipe schedules, quantify estimates, notes, and special provisions of the specifications.

CONTRACTOR shall prepare drawings for the 50% and 100% completion levels.

Task 6.2.2 Temporary and Erosion Control Plans

CONTRACTOR shall prepare temporary water pollution control plans and permanent erosion control plans for the Project site during construction, including features to protect the stormwater during construction, such as the following: protection of drainage inlets, perimeter straw waddles, and permanent

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vegetation post construction. CONTRACTOR shall develop plans in accordance with the most current "Caltrans Construction Site BMP Manual".

Task 6.3 50% Submittal to County

CONTRACTOR shall prepare the submittal package and provide three (3) sets of 11"x17" plans, special provisions and estimate to County. CONTRACTOR shall provide County with an electronic version of the contract SSP's along with the plans and estimate.

DELIVERABLES:

- 50% Plans – (three (3) sets)
- 50% Engineer's Estimate – (three (3) sets)
- Electronic Submittal of Plans and Estimate

TASK 6.4 100% DESIGN/ENGINEERING

CONTRACTOR shall assemble 100% PS&E package for County final review and approval.

Task 6.4.1 100% PS&E

Task 6.4.1.1 100% Plans

CONTRACTOR shall address review comments provided on the 50% PS&E and incorporate changes into the plans to develop the 100% PS&E package. CONTRACTOR shall resolve outstanding Project issues and update plans accordingly.

Task 6.4.1.2 Quantities and Engineer's Estimate

CONTRACTOR shall prepare Engineer's Estimate including two (2) sets of quantities, cross-checked to the tolerances allowed and in accordance with the current plans including current unit costs applied to contract items. The Engineer's Estimate shall be separated into roadway and structure items.

Task 6.4.1.3 Special Provisions

CONTRACTOR shall update the Bid Item List and check Caltrans Standard Special Provisions (SSPs) to ensure the most current versions are being used. CONTRACTOR shall edit and revise SSPs in accordance with the instructions within the SSPs and as required. County shall provide the most current boilerplate of the SSPs to CONTRACTOR. CONTRACTOR shall assemble and provide bid book to County for review and approval.

Task 6.4.1.4 100% Submittal to County

CONTRACTOR shall prepare and provide submittal package to County including three (3) sets of 11"x17" plans, special provisions, and estimates.

DELIVERABLES:

- 100% Draft Plans (11"x17" reproducible) – (three (3) sets)
- Engineer's Estimate
- Draft Special Provisions

TASK 6.5 FINAL DESIGN/ENGINEERING

CONTRACTOR shall assemble 100% PS&E package for final review and approval by County.

Task 6.5.1 Final Plans

CONTRACTOR shall address review comments provided at the 100% PS&E to develop a bid-ready Final PS&E in accordance with the Caltrans Construction Contract Development Guide (CCD) to provide to County for advertisement.

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Task 6.5.2 Final Special Provisions

CONTRACTOR shall prepare the Final Special Provisions to include in the bid documents provided to County.

Task 6.5.3 Final Engineer's Estimate

CONTRACTOR shall prepare the Final Engineer's Estimate to include in the bid documents provided to County.

Task 6.5.4 RE Pending File

CONTRACTOR shall prepare and submit to County a Resident Engineer (RE) Pending File, including copies of quantities and check quantities, a Foundation Report, and special instructions and information from the designer to the RE.

Task 6.5.5 Final Submittal to County

CONTRACTOR shall prepare and provide submittal package to County including three (3) sets of 11"x17" plans, special provisions, and estimate.

DELIVERABLES:

- Final Plans
 - Half size stamped and signed mylar (one (1) set)
 - AutoCAD files of final drawings on CD (unsigned)
- Final Specifications
 - Original signed hardcopy (signed)
 - Electronic copy in PDF format (signed)
 - Electronic document in Microsoft Word on CD (unsigned)
- Final Engineer's Estimate
- RE Pending File

TASK 7 SERVICES DURING CONSTRUCTION

Task 7.1 Bid Assistance

CONTRACTOR shall assist County as required during bidding of the Project. The work may include answering questions from prospective bidders, preparing bidders inquiries, assisting County in preparation of addenda to the PS&E during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.

Task 7.2 Design Support During Construction

County shall provide contract administration and CONTRACTOR shall provide the following technical assistance tasks:

- a. Attend contract pre-construction meeting
- b. Coordinate review and approval of shop drawings
- c. Provide ongoing consultation and interpretation of construction documents, as requested, including attendance at field meetings, and responding to phone calls and/or emails
- d. Review and comment on contract change orders, as requested
- e. Revise plans as required by contract change orders
- f. Provide construction engineering assistance as requested

A total of 100 hours is assumed for this task and may be negotiated after the PS&E is completed to ensure that effort is in alignment with County's needs and expectations. As-Build Plans can be prepared by CONTRACTOR as an optional task/service.

OPTIONAL SERVICES

If additional services not described herein become necessary, then these tasks will be presented to

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County at that time. Also, if County determines that they desire an Optional Service, County will provide a written request to CONTRACTOR. Work on these tasks will not proceed without County's prior written authorization and Notice to Proceed.

A.2 CONTRACTOR shall produce the deliverables in accordance with the Project schedule mentioned in Task 1.2.

All deliverables required under this Agreement shall be delivered electronically and in hardcopy to the following individual and in accordance with the Project schedule mentioned in Task 1.2.

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$576,608**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Cost Proposal and Rate Schedule or 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.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2 CONTACTOR'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, and/or 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 (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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.

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

ATTACHMENT 1

**COUNTY OF MONTEREY
ATP Projects in the Community of Chualar
PLAN SHEET LIST**

SHEET NUMBER	SHEET TITLE	CONTRACTOR		
		TRC	BSK	PEG
1	Title Sheet	1		
2	Typical Section 1	1		
3	Typical Section 2	1		
4	Layout 1	1		
5	Layout 2	1		
6	Layout 3	1		
7	Layout 4	1		
8	Layout 5	1		
9	Layout 6	1		
10	Layout 7	1		
11	Layout 8	1		
12	Layout 9	1		
13	Layout 10	1		
14	Layout 11	1		
15	Layout 12	1		
16	Layout 13	1		
17	Layout 14	1		
18	Layout 15	1		
19	Layout 16	1		
20	Layout 17	1		
21	Layout 18	1		
22	Layout 19	1		
23	Layout 20	1		
24	Layout 21	1		
25	Layout 22	1		
26	Layout 23	1		
27	Layout 24	1		
28	Layout 25	1		
29	Layout 26	1		

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

30	Construction Detail 1	1		
31	Construction Detail 2	1		
32	Construction Detail 3	1		
33	Construction Detail 4	1		
34	Construction Detail 5	1		
35	Construction Detail 6	1		
36	Construction Detail 7	1		
37	Drainage Plan 1	1		
38	Drainage Plan 2	1		
39	Drainage Plan 3			
40	Drainage Profile 1	1		
41	Drainage Profile 2	1		
42	Drainage Profile 3	1		
43	Drainage Detail 1	1		
44	Drainage Detail 2	1		
45	Electrical Sheet 1			1
46	Electrical Sheet 2			1
47	Log of Test Boring 1		1	

Roadway Sheets 44
 Geotechnical Sheets 1

Electrical Sheets 2
Grand Total 47

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey, Department of Public Works, Facilities and Parks
 Professional Engineering Services for ATP Projects
 Chualar, CA

TRC ENGINEERS, INC.
 DESIGN FEE ESTIMATE WORKSHEET

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 428,517	\$ 2,499	\$0	\$0	\$ 428,517	\$ 2,499	\$ 431,016
BSK	\$ 7,472	\$ 9,834	\$0	\$0	\$ 7,472	\$ 9,834	\$ 17,306
LSA	\$ 36,450	\$0	\$0	\$0	\$ 36,450	\$0	\$ 36,450
BESS	\$ 29,727	\$ 40,130	\$0	\$0	\$ 29,727	\$ 40,130	\$ 69,857
PETERS ENGINEERING	\$ 21,151	\$ 828	\$0	\$0	\$ 21,151	\$ 828	\$ 21,979
	\$ 523,317	\$ 53,291	\$0	\$0	\$ 523,317	\$ 53,291	\$ 576,608
TOTALS	\$576,608		\$0		\$576,608		

Note: TRC's costs for labor in the amount of \$426,150 include \$2,367 for escalation costs, for a total amount of \$428,517.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey, Department of Public Works
 Professional Engineering Services for ATP Projects
 Chualar, CA

TRC ENGINEERS, INC.
DESIGN FEE ESTIMATE WORKSHEET

TRC Proposal No.
 Sub administration:
 Submittal Date:

2023-12
0.0%
10/7/2024

Totals	
TRC Labor	\$426,150
Subcontractors	\$145,592
TRC Expenses	\$2,499
Escalation	\$2,367
Total	\$576,608

Subcontractors		
Subcontractor Name	Phase 1 (\$)	DBE (%)
BSK	\$17,306	
LSA	\$36,450	
Bess	\$69,857	
Peters Engineering	\$21,979	
Total	\$145,592	0.00%

TOTAL DBE	Not Required
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TOTAL	\$576,608
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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey, Department of Public Works, Facilities and Parks Professional Engineering Services for ATP Projects Chualar, CA	TRC ENGINEERS, INC. Design COST PROPOSAL - PHASE 1 and 2 Hours by Task - TRC Only	Due Date: 10/3/2024
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Task Description		PIC QA/QC	Project Manager	Lead Roadway Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Eng. CADD Supervisor	Eng. CADD Technician	Eng. Adm. Assistant	Total Hours	Total \$
		Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
TASK 1	PROJECT MANAGEMENT											0	\$0
Task 1.1	Project Team Meetings											0	\$0
	Kickoff Meeting		16	4	4						8	32	\$6,600
	Project Development Team (PDT) Meetings		8	4	4						8	24	\$4,520
Task 1.2	Microsoft Project Baseline Schedule		4		4							8	\$1,920
Task 1.3	Public Meetings and Presentations (assume two (2))											0	\$0
Task 1.3.1	Public Meeting #1		24	8	8			40	8	24		112	\$18,320
Task 1.3.2	Public Meeting #2		24	8	8			40	8	24		112	\$18,320
Task 1.4	Coordination with Permitting Agencies and County		8	8	8							24	\$5,600
Task 1.5	Public Information Officer Support Services		8	8	8							24	\$5,600
Task 1.6	Progress Reports and Invoices		8	2							6	16	\$3,030
Task 1.7	Project Coordination/Subcontractor Coordination		8	10	10							28	\$6,480
Task 1.8	Quality Control (QC)/Quality Assurance (QA)											0	\$0
	50% QC		30	30								60	\$14,400
	100% QC		30	30								60	\$14,400
TASK 2	MAPPING AND SURVEYS											0	\$0
Task 2.1	Topographic Surveys Mapping (County)											0	\$0
Task 2.2	Right of Way Determination (County)											0	\$0
Task 2.3	Design Criteria											0	\$0
Task 2.3.1	Preliminary Data and Design Parameters Memo		1		4			8				13	\$2,060
TASK 3	UTILITY COORDINATION											0	\$0
Task 3.1	Utility "A" Letter		1		8	16						25	\$4,740
Task 3.2	Utility "B" Letter (Exhibit 13-EX-09) and Location Maps		1		8	16						25	\$4,740
Task 3.3	Utility Conflict Maps		1		8	16		40	8	40		113	\$15,140
Task 3.4	Report of Investigation		1		8	24						33	\$6,100
Task 3.5	Utility "C" Letters		1		8	16		16	8	24		73	\$10,540
TASK 4	GEOTECHNICAL INVESTIGATION											0	\$0
Task 4.1	Utility Potholing (Bess)											0	\$0
Task 4.2	Earthwork Calculations					16	40	40				96	\$12,920
Task 4.3	Road Subgrade Properties and "R" Values (BSK)											0	\$0
Task 4.3.1	Desktop Study/Project Setup											0	\$0
Task 4.3.2	Field Exploration											0	\$0
Task 4.3.3	Laboratory Testing											0	\$0
Task 4.3.4	Soils Analysis/Evaluation											0	\$0
Task 4.3.5	Draft Geotechnical Design Report											0	\$0
Task 4.3.6	Final Geotechnical Design Report											0	\$0
TASK 5	ENVIRONMENTAL DOCUMENTATION											0	\$0
Task 5.1	Project Initiation/Project Description											0	\$0
Task 5.2	Preparation of Permit Applications											0	\$0
Task 5.2.1	Permit Applications											0	\$0
Task 5.2.2	Engineering Support for Environmental Studies and Permitting		8	16	20	20		24	8	16		112	\$19,200
Task 5.3	Environmental Studies											0	\$0

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 6	DESIGN/ENGINEERING																		0	\$0		
Task 6.1	50% Preliminary Design																		0	\$0		
Task 6.1.1	50% Preliminary Design			18			40	8		40			120		20		40		286	\$41,840		
Task 6.1.2	50% Engineer's Estimate			1			16					40		4		40		101	\$13,580			
Task 6.2	Drainage Analysis																		0	\$0		
Task 6.2.1	Drainage Plans			1			16	8				80		16		40		161	\$21,340			
Task 6.2.2	Temporary and Erosion Control Plans						16	8				40		16		40		120	\$16,480			
Task 6.3	50% Submittal to County			1			2					8						11	\$1,620			
Task 6.4	100% Design/Engineering																		0	\$0		
Task 6.4.1	100% PS&E																		0	\$0		
Task 6.4.1.1	100% Plans			4			40	40				120		24		80		308	\$43,240			
Task 6.4.1.2	Quantities and Engineer's Estimate			2			24	40		40		80						186	\$27,400			
Task 6.4.1.3	Special Provisions			4			16	40									16	76	\$12,720			
Task 6.4.1.4	100% Submittal to County			1			2					8						11	\$1,620			
Task 6.5	Final Design/Engineering																		0	\$0		
Task 6.5.1	Final Plans			4			24					80		12		40		160	\$21,920			
Task 6.5.2	Final Special Provisions			2			24	24										50	\$9,880			
Task 6.5.3	Final Engineer's Estimate						8					40						48	\$6,360			
Task 6.5.4	RE Pending File						16					16						32	\$5,360			
Task 6.5.5	Final Submittal to County			1			2					8						11	\$1,620			
TASK 7	SERVIVCES DURING CONSTRUCTION																		0	\$0		
Task 7.1	Bid Assistance			4			36					10						50	\$10,110			
Task 7.2	Design Support During Construction			12			18	16				18		12		24		100	\$16,430			
Total Hours				0		237	128	418		308		120		876		144		432	38	2701	\$426,150	
Raw Hourly Rate				\$295.00		\$260.00	\$ 220.00	\$220.00		\$ 170.00		\$ 140.00		\$ 115.00		\$ 150.00		\$ 115.00	\$85.00			
Fee/Classification				0		61620	28160	91960		52360		16800		100740		21600		49680	3230	2701	\$426,150	
% of Total Hours/Classification				0%		9%	5%	15%		11%		4%		32%		5%		16%	1%			

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Labor Fee

Project Name: **Chualar**

LABOR CATEGORY	Staff Engineer II	Principal Engineer	Group 3 Geotechnical Prof (NPW)	Project Administrator	Principal/Review	Principal/Senior Review		
Staff Member	Tolleman M Gorham	Neva M Popenoe			Carrie L Foulk	Cristiano B Melo		
Direct Labor Rate (\$/hr)	\$ 39.45	\$ 68.47	\$ 48.58	\$ 35.00	\$ 73.50	\$ 78.41		
Billing Rate (\$/hr)	\$ 141.32	\$ 245.27	\$ 167.68	\$ 125.38	\$ 263.29	\$ 280.88	TOTAL HOURS	TOTAL TASK FEE
Task 4.3.1: Desktop Study/Project Setup	8	1		1			10	\$ 1,501.21
Task 4.3.2: Field Exploration			8				8	\$ 1,341.44
Task 4.3.3: Laboratory Testing							0	\$ -
Task 4.3.4/5/6: Soils Analysis/Evaluation; Draft and Final GDR	10	3		4	1	1	19	\$ 3,194.70
LABOR HOURS	18	4	8	5	1	1	37	
LOADED LABOR FEE	\$ 2,543.76	\$ 981.08	\$ 1,341.44	\$ 626.90	\$ 263.29	\$ 280.88		\$ 6,037.35

NOTES

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Project Summary

Project Name:

Chualar

TASK	HOURS	LABOR BUDGET	LAB BUDGET	ODC BUDGET	SUB BUDGET	TOTAL COST
Task 4.3.1: Desktop Study/Project Setup	10	\$ 1,501.21	\$ -	\$ 829.00	\$ 1,725.00	\$ 4,055.21
Task 4.3.2: Field Exploration	8	\$ 1,341.44	\$ -	\$ 890.00	\$ -	\$ 2,231.44
Task 4.3.3: Laboratory Testing	0	\$ -	\$ 1,435.00	\$ -	\$ 6,325.00	\$ 7,760.00
Task 4.3.4/5/6: Soils Analysis/Evaluation; Draft and Final GDR	19	\$ 3,194.70	\$ -	\$ 65.00	\$ -	\$ 3,259.70
TOTALS	37	\$ 6,037.35	\$ 1,435.00	\$ 1,784.00	\$ 8,050.00	\$ 17,306.35

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

20230844.P Monterey County ATP Project, Chualar, CA 10/3/2024 LSA		LSA												Total LSA Hours	Total LSA Fees		
		Principal in Charge Pam Reading	Project Manager Laurel Hantzinger	Environmental Planner Ashley Howe	Air/Energy/GHG Jessica	Biologist Kelly McDonald	Cultural Resources Roy	Noise Moe	Noise PIC JT Stephens	GIS Mitch	Graphics	DM	AQ Associate Cara Cunningham				
Hourly Rate (\$/hour)		\$85.19	\$60.36	\$38.08	\$72.12	\$35.81	\$42.12	\$39.14	\$72.12	\$35.33	\$42.61	\$36.23	\$52.50				
ICR: Overhead Rate		233.11%															
Profit		10.00%															
Multiplier		3.6642															
Escalation		5%															
% in Year																	
50%	Year 1	\$312.15	\$221.17	\$139.53	\$264.26	\$131.22	\$154.34	\$143.42	\$264.26	\$129.46	\$156.13	\$132.75	\$192.37				
50%	Year 2	\$327.76	\$232.23	\$146.51	\$277.48	\$137.78	\$162.05	\$150.59	\$277.48	\$135.93	\$163.94	\$139.39	\$201.99				
100%	Weighted Average	\$319.96	\$226.70	\$143.02	\$270.87	\$134.50	\$158.19	\$147.00	\$270.87	\$132.69	\$160.04	\$136.07	\$197.18				
TASK 5 ENVIRONMENTAL DOCUMENTATION																	
Task 5.1 Project Initiation/Project Description																	
Background Review and Project Description		1.00	2.00	4.00					4.00	2.00				13.00	\$2,694.31		
Task 5.1 Subtotal		1.00	2.00	4.00	0.00	0.00	0.00	0.00	4.00	2.00	0.00	0.00	0.00	0.00	13.00	\$2,694.31	
Task 5.2 Preparation of Permit Applications																	
Task 5.2.1 Permit Applications																	
404			24.00				16.00							40.00	\$7,592.76		
401			24.00				16.00							40.00	\$7,592.76		
1602			24.00				16.00							40.00	\$7,592.76		
Task 5.2.2 Engineering Support for Environmental Studies and Permitting																	
Task 5.2 Subtotal		0.00	72.00	0.00	0.00	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	\$22,778.27	
Task 5.3 Environmental Studies																	
Administrative Draft CE Memorandum and NOE		2.00	6.00	16.00	2.00	4.00	1.00	4.00	2.00	3.00	2.00	4.00	8.00	54.00	\$9,496.02		
Final CE Memorandum and NOE		1.00	2.00	4.00								1.00	8.00	8.00	\$1,481.52		
Task 5.3 Subtotal		3.00	8.00	20.00	2.00	4.00	1.00	4.00	2.00	3.00	2.00	5.00	8.00	62.00	\$10,977.53		
Subtotal Labor:		4.00	82.00	24.00	2.00	52.00	1.00	4.00	6.00	5.00	2.00	5.00	8.00	195.00	\$6,450.11		
Reimbursable Expenses																	
															Subtotal Reimbursable Expenses		\$0.00
														Total		\$36,450.11	

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey		Bess										Due Date: 26-Feb-24		
Department of Public Works, Facilities and Parks		Test Lab - Potholing												
Professional Engineering Services for ATP Projects		COST PROPOSAL												
Chualar, CA		Hours by Task - Bess Only												
Task Description		Project Manager	Utility Foreman	Utility Locator	Potholing Operator	Potholing Technician	Restoration Technician	Restoration Technician	Traffic Control Technician	Traffic Control Technician	Report Technician	Admin 0	Total Hours	Total \$
		Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task 4	Geotechnical Investigation												0	\$0
Task 4.1	Utility Potholing (Bess)	8	24	16	32	32	32	32	32	32	4	16	260	\$29,288
Task 4.2	Earthwork Calculations												0	\$0
Task 4.3	Road Subgrade Properties and "R" Values (BSK)												0	\$0
Task 4.3.1	Desktop Study/Project Setup												0	\$0
Task 4.3.2	Field Exploration												0	\$0
Task 4.3.3	Laboratory Testing												0	\$0
Task 4.3.4	Soils Analysis/Evaluation												0	\$0
Task 4.3.5	Draft Geotechnical Design Report												0	\$0
Task 4.3.6	Final Geotechnical Design Report												0	\$0
Total Hours		8	24	16	32	32	32	32	32	32	4	16	260	\$29,288
Raw Hourly Rate		\$137.07	\$137.52	\$ 108.79	\$165.94	\$108.79	\$108.79	\$108.79	\$108.79	\$ 76.17	\$57.02	\$78.03		
Fee/Classification		1097	3300	1741	5310	3481	3481	3481	3481	2437	228	1249	260	\$29,288
% of Total Hours/Classification		3%	9%	6%	12%	12%	12%	12%	12%	12%	2%	6%		
												Escalation		\$ 439.32
												Total Labor (Rounded)		\$ 29,727

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Bess Testlab, Inc.		EXPENSES WORKSHEET						Date: 26-Feb-24	
FEE ESTIMATE WORKSHEET									
County of Monterey, Department of Public Works, Facilities and Parks									
Professional Engineering Services for ATP Projects Chualar, CA									
Travel									
From	Rancho Cordova								
To	Chualar, CA								
	Rate		#			#			
Airfare (round trips)		X		trips	X		people	-	\$0.00
Mileage (personal vehicle)		X		miles (RT)	X		trips	-	\$0.00
Lodging		X		nights	X		people	-	\$0.00
Per Diem (GSA, lunch)		X		days	X		people	-	\$0.00
Car Rental		X		days	X		car	-	\$0.00
Miscellaneous		X		units	X		units	-	\$0.00
Total Travel									\$0.00
ODC's									
	Rate		#						
Vacuum Excavator	\$285.00	X	32	Hr				-	\$9,120.00
Special Surface Backfill	\$95.00	X	20	Qty				-	\$1,900.00
Hotpatch Material	\$300.00	X	20	Qty				-	\$6,000.00
Traffic Control	\$72.00	X	32	Hr				-	\$2,304.00
TCP	\$400.00	X	6	ea				-	\$2,400.00
Dump Fees	\$1,100.00	X	4	qty				-	\$4,400.00
City Encroachment	\$3,500.00	X	1	Qty				-	\$3,500.00
1-Person Util Truck	\$111.00	X	22	Hr				-	\$2,442.00
Hydrovac Utility	\$580.00	X	12	Hr				-	\$6,960.00
Util Truck w/GPR	\$69.00	X	15	Hr				-	\$1,035.00
Total ODC's									\$40,130.00
Travel and ODC's									\$40,130.00

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey, Department of Public Works, Facilities and Parks		Peters Engineering Group					
Professional Engineering Services for ATP Projects		COST PROPOSAL					
Chualar, CA		Hours by Task - PEG Only					
Task Description		PIC	Senior	Staff	Admin	Total	Total
		QA/QC	Civil Engineer	Engineer	0		
		Staff	Staff	Staff	Staff		
		Hours	Hours	Hours	Hours		
Task 6	Design/Engineering					0	\$0
Task 6.1	50% Preliminary Design					0	\$0
Task 6.1.1	Preliminary Design	2	8	16	8	34	\$4,540
Task 6.1.2	50% Engineer's Estimate		2	4	2	8	\$1,026
Task 6.2	Drainage Analysis					0	\$0
Task 6.2.1	Drainage Plans					0	\$0
Task 6.2.2	Temporary and Erosion Control Plans					0	\$0
Task 6.3	50% Submittal to County					0	\$0
Task 6.4	100% Design/Engineering					0	\$0
Task 6.4.1	100% PS&E					0	\$0
Task 6.4.1.1	100% Plans	2	12	16	8	38	\$5,363
Task 6.4.1.2	Quantities and Engineer's Estimate		4	8	2	14	\$1,902
Task 6.4.1.3	Special Provisions		12			12	\$2,468
Task 6.4.1.4	100% Submittal to County					0	\$0
Task 6.5	Final Design/Engineering					0	\$0
Task 6.5.1	Final Plans	2	2	8	8	20	\$2,376
Task 6.5.2	Final Special Provisions		2			2	\$411
Task 6.5.3	Final Engineer's Estimate		2	4	8	14	\$1,476
Task 6.5.4	RE Pending File					0	\$0
Task 6.5.5	Final Submittal to County					0	\$0
Task 7	Services During Construction					0	\$0
Task 7.1	Bid Assistance		4	4	4	12	\$1,588
Task 7.2	Design Support During Construction					0	\$0
Total Hours		6	48	60	40	154	\$21,151
Raw Hourly Rate		\$ 217.80	\$205.70	\$ 116.16	\$ 75.02		
Fee/Classification		1307	9874	6970	3001	154	\$21,151
% of Total Hours/Classification		4%	31%	39%	26%		

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Peters Engineering Group		EXPENSES WORKSHEET						Date: 26-Feb-24	
FEE ESTIMATE WORKSHEET									
County of Monterey, Department of Public Works, Facilities and Parks									
Professional Engineering Services for ATP Projects Chualar, CA									
Travel									
From	Rancho Cordova								
To	Chualar, CA								
	Rate		#			#			
Airfare (round trips)	\$0.00	x		trips	x		people	-	\$0.00
Mileage (personal vehicl	\$0.67	x	340	miles (RT)	x	1	trips	-	\$227.80
Lodging	\$175.00	x		nights	x		people	-	\$0.00
Per Diem (GSA, lunch)	\$18.00	x		days	x		people	-	\$0.00
Car Rental	\$48.00	x		days	x		car	-	\$0.00
Miscellaneous	\$50.00	x		units	x		units	-	\$0.00
Total Travel									\$227.80
ODC's									
	Rate		#						
Mall	\$0.68	x		pieces				-	\$0.00
Overnight Mail	\$20.00	x		pieces				-	\$0.00
Copies (8.5x11)	\$0.06	x		copies	misc prints			-	\$0.00
Copies (11x17)	\$0.12	x		prints	Misc 11x17 prints for review			-	\$0.00
Prints (22x34)	\$3.00	x		prints	Assumes no full-size prints			-	\$0.00
Mylars (22x34)	\$12.00	x		prints	Assumes no mylar submittals			-	\$0.00
Reproduction	\$400.00	x	1	units				-	\$400.00
Postage	\$200.00	x	1	units				-	\$200.00
Total ODC's									\$600.00
Travel and ODC's									\$827.80

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.

Date: 3/1/2024

FEE ESTIMATE WORKSHEET

EXPENSES WORKSHEET

County of Monterey, Department of Public Works, Facilities and Parks
 Professional Engineering Services for ATP Projects
 Chualar, CA

Travel

From	Rancho Cordova							
To	Chualar, CA							
	Rate		#			#		
Airfare (round trips)	\$0.00	x		trips	x		people	= \$0.00
Mileage (personal vehicl	\$0.67	x	396	miles (RT)	x	3	trips	= \$795.96
Lodging	\$175.00	x	2	nights	x	2	people	= \$700.00
Per Diem (GSA, lunch)	\$18.00	x	5	days	x	4	people	= \$360.00
Car rental	\$48.00	x	4	days	x	1	car	= \$192.00
Miscellaneous	\$50.00	x	1	units	x	2	units	= \$100.00
Total Travel								\$2,147.96

ODC's

	Rate		#					
Mail	\$0.68	x		pieces				= \$0.00
Overnight mail	\$20.00	x	4	pieces				= \$80.00
Copies (8.5x11)	\$0.06	x	500	copies	misc prints			= \$30.00
Copies (11x17)	\$0.12	x	500	prints	Misc 11x17 prints for review			= \$60.00
Prints (22x34)	\$3.00	x		prints	Assumes no full-size prints			= \$0.00
Mylars (22x34)	\$12.00	x		prints	Assumes no mylar submittals			= \$0.00
Envir. Permits		x			TBD			= \$0.00
Miscellaneous	\$180.62	x	1	units				= \$180.62
Total ODC's								\$350.62

Travel and ODC's								\$2,498.58
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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Phase 1 Escalation Calculation					Date: 3-Oct-24				
Employee	Actual Employee Rate	Hours on Project	% of Project	Weighted Portion of Rate	For the purposes on estimating Escalation, TRC has assumed the following schedule.				
					Year	Task	Date		
					1	PS&E	1/1/24 to 12/30/24		
					2	Construction	1/1/24 to 12/30/25		
					3				
					4				
					5				
					6				
					7				
					TRC ave rate				
PICQA/QC	\$ 105.99	0	0.00%	\$0.00					
Project Manager	\$ 93.41	237	8.77%	\$8.20					
Lead Roadway Engineer	\$ 79.04	128	4.74%	\$3.75					
Lead Bridge Engineer	\$ 79.04	0	0.00%	\$0.00					
Project Engineer	\$ 79.04	418	15.48%	\$12.23					
SeniorEngineer	\$ 61.08	308	11.40%	\$6.96					
Engineer II	\$ 50.30	120	4.44%	\$2.23					
Engineer I	\$ 41.32	876	32.43%	\$13.40					
Eng. CADD Supervisor	\$ 53.89	144	5.33%	\$2.87					
Eng. CADD Technician	\$ 41.32	432	15.99%	\$6.61					
Eng. Admin. Assistant	\$ 30.54	38	1.41%	\$0.43					
Data Processor	\$ 30.54	0	0.00%	\$0.00					
		2,701.00	100.00%	\$56.68					

Year	Phase	Est hours spent per year	Est % spent per year	Unescalated Ave. Rate	Escalation	Escalated Ave. Rate	Total Unescalated Labor	Total Escalated Labor	Escalated Labor by Year
1		2201.0	0%	\$56.68					
2		500.0	0%	\$56.68	3.0%	\$58.39	\$28,342	\$29,193	\$850
3		0.0	0%	\$56.68	3.0%	\$60.14	\$0	\$0	\$0
4		0.0	0%	\$56.68	3.0%	\$61.94	\$0	\$0	\$0
5		0.0	0%	\$56.68	3.0%	\$63.80	\$0	\$0	\$0
6		0.0	0%	\$56.68	3.0%	\$65.71	\$0	\$0	\$0
7		0.0	0%	\$56.68	3.0%	\$67.68	\$0	\$0	\$0
		2701.00	0%				\$28,342		\$850

Total Escalation * Multiplier **\$2,366.65**

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**TRC ENGINEERS, INC.
RATE SCHEDULE**

Personnel Classification/Year	2024	2025	2026
Senior Project Manager	\$335.00	\$340.00	\$350.00
QA/QC Manager	\$295.00	\$300.00	\$310.00
Senior Project Engineer	\$295.00	\$300.00	\$310.00
Project Engineer	\$260.00	\$270.00	\$280.00
Senior Project Designer	\$235.00	\$240.00	\$250.00
Senior Roadway Engineer	\$220.00	\$225.00	\$230.00
Senior Bridge Engineer	\$220.00	\$225.00	\$230.00
Bridge Engineer II	\$140.00	\$150.00	\$155.00
Bridge Engineer I	\$115.00	\$125.00	\$135.00
Roadway Engineer II	\$140.00	\$150.00	\$155.00
Roadway Engineer I	\$115.00	\$125.00	\$135.00
CADD Supervisor	\$150.00	\$165.00	\$170.00
CADD Technician	\$115.00	\$120.00	\$125.00
Desktop Publisher	\$ 85.00	\$ 90.00	\$ 95.00
Administrative Assistant	\$ 85.00	\$ 90.00	\$ 95.00

The 2024 rates are effective through December 31, 2024. Subsequent rates indicated are effective from January 1 through December 31 of the listed year.

EXHIBIT B - FEDERAL 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 incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or

EXHIBIT B - FEDERAL PROVISIONS

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.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate

EXHIBIT B - FEDERAL PROVISIONS

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 B - FEDERAL PROVISIONS

Exhibit 10-H1 Cost Proposal

Consultant: TRC Engineers, Inc (Prime Consultant)

Date: 3-Oct-24

PROJECT County of Monterey, Department of Public Works
Professional Engineering Services for ATP Projects
Chualar, CA

0

DIRECT LABOR

Employee	Function	Hours	Hourly Rate	Total
Staff	PICQA/QC	0	@ \$105.99	\$0
Staff	Project Manager	237	@ \$93.41	\$22,139
Staff	Lead RoadwayEngineer	128	@ \$79.04	\$10,117
Staff	Lead BridgeEngineer	0	@ \$79.04	\$0
Staff	Project Engineer	418	@ \$79.04	\$33,039
Staff	SeniorEngineer	308	@ \$61.08	\$18,812
Staff	Engineer II	120	@ \$50.30	\$6,036
Staff	Engineer I	876	@ \$41.32	\$36,194
Staff	Eng. CADD Supervisor	144	@ \$53.89	\$7,760
Staff	Eng. CADD Technician	432	@ \$41.32	\$17,849
Staff	Eng. Adm. Assistant	38	@ \$30.54	\$1,160
Staff	Data Processor	0	@ \$30.54	\$0
Escalation Factor				\$850
Total Direct Labor Costs		2,701		\$153,956.43

INDIRECT COSTS

	Rate	Total
Fringe Benefits Rate	51.23%	
Overhead Rate	101.81%	
COFC	0.00%	
Overhead	153.03%	\$235,604.14
Total Indirect Costs		\$235,604.14

OTHER DIRECT COSTS

	Quantity	Per Unit	Total
Airfare (round trips)	0	\$0.00	\$0.00
Mileage (personal vehicle)	1188	\$0.67	\$795.96
Lodging	4	\$175.00	\$700.00
Per Diem (GSA, lunch)	20	\$18.00	\$360.00
Car rental	4	\$48.00	\$192.00
Miscellaneous	2	\$50.00	\$100.00
Mail	0	\$0.68	\$0.00
Overnight mail	4	\$20.00	\$80.00
Copies (8.5x11)	500	\$0.06	\$30.00
Copies (11x17)	500	\$0.12	\$60.00
Prints (22x34)	0	\$3.00	\$0.00
Mylars (22x34)	0	\$12.00	\$0.00
Envir. Permits	0	\$0.00	\$0.00
Miscellaneous	1	\$180.62	\$180.62
Total Other Costs			\$2,498.58

FEE (Profit)

10% \$38,956.06

SUBCONTRACTOR COSTS (detailed cost estimate attached)

BSK	Geotechnical	\$17,306.24
LSA	Environmental	\$36,450.11
Bess Testlab	Potholing	\$69,856.85
Peters Engineering	Electrical/Lighting/signals	\$21,978.80
		\$145,592.00

TOTAL COST

\$576,607.20

COST PROPOSAL PAGE 1 OF 2

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 Sub

Consultant BSK Associates

Project No. _____

Contract No. Chualar ATP

Date: _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Carrie Foulk, PE, GE	1.00	73.50	\$73.50
Principal	Neva Popenoe, PE, GE	4.00	68.47	\$273.88
Principal	Cristiano Melo, PE, GE	1.00	78.41	\$78.41
Staff Engineer**	TBD	8.00	46.81	\$374.48
Staff Engineer	TBD	18.00	39.45	\$710.10
Project Administrator	TBD	5.00	35.00	\$175.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$1,685.37

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

\$153.06

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$1,838.43

INDIRECT COSTS

d) Fringe Benefits Rate: 73.66%

e) Total Fringe Benefits [(c) x (d)] \$1,354.21

f) Overhead (Rate: 151.99%)

g) Overhead [(c) x (f)] \$2,794.18

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

i) Gen & Admin [(c) x (h)] \$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]

\$4,148.39

FIXED FEE

q) Fixed Fee (Rate: %) 10.00%

k) TOTAL FIXED FEE [(c)+(j) x (q)]

\$598.68

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	582	Mile	\$0.67	\$390.00
Per Diem/Travel	1	Day	\$250.00	\$250.00
Equipment Rental and Supplies	1	Day	\$544.00	\$544.00
Permit Fees	1	Permit	\$600.00	\$600.00
Drilling Fees	1	Day	\$3,800.00	\$3,800.00
Private Utility Location	1	Day	\$1,800.00	\$1,800.00
Traffic Control	1	Day	\$2,500.00	\$2,500.00
Laboratory Testing - Moisture/Density	5	Test	\$54.00	\$270.00
Laboratory Testing - R-Value	1	Test	\$475.00	\$475.00
Laboratory Testing - Sieve w/Wash	2	Test	\$215.00	\$430.00
Laboratory Testing - Corrosion	1	Test	\$260.00	\$260.00
l) Total Other Direct Costs				\$11,319.00

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

Subconsultant's Name

Cost

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

) TOTAL SUBCONSULTANTS' COSTS \$

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$11,319.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$17,305.82

NOTES:

1. 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 should be based on an annual abasis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
 3. Anticipated salary increases calculation (page 2) must accompany.
-

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$1,685.37	37.00		\$45.55	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.55	+	5%	=	\$47.83	Year 2 Avg Hourly Rate
Year 2	\$47.83	+	5%	=	\$50.22	Year 3 Avg Hourly Rate
Year 3	\$50.22	+	5%	=	\$52.73	Year 4 Avg Hourly Rate
Year 4	\$52.73	+	5%	=	\$55.37	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%	*	37.0	=	3.7	Estimated Hours Year 1
Year 2	40.00%	*	37.0	=	14.8	Estimated Hours Year 2
Year 3	25.00%	*	37.0	=	9.3	Estimated Hours Year 3
Year 4	15.00%	*	37.0	=	5.6	Estimated Hours Year 4
Year 5	10.00%	*	37.0	=	3.7	Estimated Hours Year 5
Total	100%		Total	=	37.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.55	*	4	=	\$168.54	Estimated Hours Year 1
Year 2	\$47.83	*	15	=	\$707.86	Estimated Hours Year 2
Year 3	\$50.22	*	9	=	\$464.53	Estimated Hours Year 3
Year 4	\$52.73	*	6	=	\$292.65	Estimated Hours Year 4
Year 5	\$55.37	*	4	=	\$204.86	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$1,838.43	
	Direct Labor Subtotal before Escalation			=	\$1,685.37	
	Estimated total of Direct Labor Salary Increase			=	\$153.06	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 the breakdown of the labor to be performed each year.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Tim Rodriguez Title*: VP, COO Engineering

Signature:  Date of Certification: 4/22/2022

Email: trodriguez@bskassociates.com Phone Number: 209-914-7258

Address: 691 N. Laverne Ave., Fresno, CA 93727

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

List services the consultant is providing under the proposed contract.

Geotechnical Engineering Services

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 4
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

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

Consultant LSA Associates, Inc.

Project No. _____ Contract No. _____

Date 02/16/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge*	Pam Reading	4	\$85.19	\$340.76
Project Manager*	Laurel Huntzinger	82	\$60.36	\$4,949.52
Environmental Planner	Ashley Horner	24	\$38.08	\$913.92
Air/Energy/GHG	Jessica Coria	2	\$72.12	\$144.24
Biologist	Kelly McDonald	52	\$35.81	\$1,862.12
Cultural Resources	Rory Goodwin	1	\$42.12	\$42.12
Noise Analyst	Moe Abushanab	4	\$39.14	\$156.56
Principal - Noise	JT Stephens	6	\$72.12	\$432.72
GIS	Mitchell Alexander	5	\$35.33	\$176.65
Graphics		2	\$42.61	\$85.22
Associate-Air Quality	Cara Cunningham	8	\$52.50	\$420.00
Word Processor/Admin		5	\$36.23	\$181.15

LABOR COSTS Total Hours: 195

a) Subtotal Direct Labor Costs	\$9,704.98
b) Anticipated Salary Increases (see page 2 for calculation)	\$242.62
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$9,947.60

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>94.56%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$9,406.45
f) Overhead & G&A (Rate: <u>138.55%</u>)	g) Overhead [(c) x (f)]	\$13,782.41
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$23,188.86

FIXED FEE k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** align="right">\$3,313.65

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

Description of Item	Quantity	Unit	Unit Cost	Total
				l) TOTAL OTHER DIRECT COSTS \$0.00

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

\$0.00

m) TOTAL SUBCONSULTANTS' COSTS

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m) \$0.00**

TOTAL COST [(c) + (j) + (k) + (n)] \$36,450.11

NOTES:

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

EXHIBIT 10-H COST PROPOSAL PAGE 3 OF 4

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$9,704.98	195.00	=	\$49.77	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	\$49.77	+	5%	=	\$52.26	Year 2 Avg Hourly Rate
Year 2	\$52.26	+	5%	=	\$54.87	Year 3 Avg Hourly Rate
Year 3	\$54.87	+	5%	=	\$57.61	Year 4 Avg Hourly Rate
Year 4	\$57.61	+	5%	=	\$60.49	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	195.0	=	97.5	Estimated Hours Year 1
Year 2	50.00%	*	195.0	=	97.5	Estimated Hours Year 2
Year 3	0.00%	*	195.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	195.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	195.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	195.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.77	*	97.5	=	\$4,852.49	Estimated Hours Year 1
Year 2	\$52.26	*	97.5	=	\$5,095.11	Estimated Hours Year 2
Year 3	\$54.87	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$57.61	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$60.49	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$9,947.60	
	Direct Labor Subtotal before Escalation			=	\$9,704.98	
	Estimated total of Direct Labor Salary Increase			=	\$242.62	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 4 OF 4

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: Anthony Petros Title*: CEO

Signature:  Date of Certification (mm/dd/yyyy): 02/16/2024

Email: tony.petros@lsa.net Phone Number (949) 553-0666 Ext. 7268

Address: 3210 El Camino Real, Suite 100, Irvine, California 92602

*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:

Provide environmental support for the Monterey County ATP Project in the community of Chualar

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Bess Testlab, Inc.

Project No. _____ Contract No. _____ Date 11/8/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Management	Andrew Duarte	8	\$45.67	\$ 365.36
Utility Foreman	Justin Casey**	24	\$45.82	\$ 1,099.68
Utility Locator	Tafia Vicky Peneuata**	16	\$36.25	\$ 580.00
Potholing Operator	Gibson Falepouono**	32	\$55.29	\$ 1,769.28
Potholing Technician	Christian Saucedo**	32	\$36.25	\$ 1,160.00
Restoration Technician	Ruben Guzman**	32	\$36.25	\$ 1,160.00
Restoration Technician	Jorge Rodriguez **	32	\$36.25	\$ 1,160.00
Traffic Control Technician	Juan Jardon **	32	\$36.25	\$ 1,160.00
Traffic Control Technician	Tommie Wilson (Apprentice)**	32	\$25.38	\$ 812.16
Report Technician	Jacqueline Marcial	4	\$19.00	\$ 76.00
Admin	Neyda Gomez	16	\$26.00	\$ 416.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 9,758.48
 b) Anticipated Salary Increases \$ 146.38 (see Escalation Calc.)
c) Total Direct Labor Costs [(a) + (b)] \$ 9,904.86

INDIRECT COSTS

d) Fringe Benefits (Rate: 28.14%) e) Total Fringe Benefits [(c) x (d)] \$ 2,787.23
 f) Overhead (Rate: 96.96%) g) Overhead [(c) x (f)] \$ 9,603.75
 h) General and Administrative (Rate: 47.74%) i) Gen & Admin [(c) x (h)] \$ 4,728.58
j) Total Indirect Costs [(e) + (g) + (i)] \$ 17,119.56

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 2,702.44

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

Description of Item	Quantity	Unit	Unit Cost	Total
Vacuum Excavator -Hydro	32	Hr	\$285.00	\$ 9,120.00
Special Surface Backfill	20	Qty	\$95.00	\$ 1,900.00
Hotpatch Material & Equipment	20	Qty	\$300.00	\$ 6,000.00
Traffic Control Arrow Board Truck w/Cones ect.	32	Hr	\$72.00	\$ 2,304.00
Traffic Control Plans	6	EA	\$400.00	\$ 2,400.00
Dump Fees	4	Qty	\$1,100.00	\$ 4,400.00
City Encroachment Permit	1	Qty	\$3,500.00	\$ 3,500.00
1-Person Utility Truck Mobilization Rate	22	HR	\$111.00	\$ 2,442.00
Hydrovac Utility Truck Mobilization Rate	12	HR	\$580.00	\$ 6,960.00
Utility Truck w/GPR & EM Pipe Locator	16	HR	\$69.00	\$ 1,104.00

l) TOTAL OTHER DIRECT COSTS \$ 40,130.00
TOTAL COST [(c) + (j) + (k) + (n)] \$ 69,856.85

EXHIBIT B - FEDERAL PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: Peters Engineering Group

Project No. RRFB @ Two Crosswalks Contract No. _____ Date 2/20/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal	D. Peters		6	\$ 90.00	\$ 540.00
Sr. Civil Engineer	J. Rowland		48	\$ 85.00	\$ 4,080.00
Staff. Engr.	Milagros Verduzco		60	\$ 48.00	\$ 2,880.00
Admin	Various		40	\$ 31.00	\$ 1,240.00
					\$ -
					\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 8,740.00
 b) Anticipated Salary Increases (see page 2 for calculation) \$ _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **\$ 8,740.00**

INDIRECT COSTS

d) Fringe Benefits (Rate: 10.00%) e) Total Fringe Benefits [(c) x (d)] \$ 874.00
 f) Overhead (Rate: 45.00%) g) Overhead [(c) x (f)] \$ 3,933.00
 h) General & Admin (Rate: 65.00%) i) Gen & Admin [(c) x (h)] \$ 5,681.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] **\$ 10,488.00**

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% **\$ 1,922.80**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	340	Miles	\$ 0.67	\$ 227.80
Reproduction	1	LS	\$ 400.00	\$ 400.00
Postage	1	LS	\$ 200.00	\$ 200.00

l) TOTAL OTHER DIRECT COSTS **\$ 827.80**

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

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

m) TOTAL SUBCONSULTANTS' COSTS **\$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$ 827.80**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 21,978.80**

- 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 B - FEDERAL PROVISIONS

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Peters Engineering Group

Project No. RRFB @ Two Crosswalks Contract No. _____ Date 2/20/2024

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

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$ 8,740.00	154	=	\$ 56.75	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	\$ 56.75	+	3%	=	\$ 58.46	Year 2 Avg Hourly Rate
Year 2	\$ 58.46	+	3%	=	\$ 60.21	Year 3 Avg Hourly Rate
Year 3	\$ 60.21	+	3%	=	\$ 62.02	Year 4 Avg Hourly Rate
Year 4	\$ 62.02	+	3%	=	\$ 63.88	Year 5 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours	
	Completed Each Year		per Cost Proposal		per Year	
Year 1	50.00%	*	154.0	=	77.0	Estimated Hours Year 1
Year 2	50.00%	*	154.0	=	77.0	Estimated Hours Year 2
Year 3	0.00%	*	154.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	154.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	154.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	154.0	

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

	Avg Hourly Rate		Estimated hours		Cost per Year	
	(calculated above)		(calculated above)			
Year 1	\$ 56.75	*	77	=	\$ 4,370.00	Estimated Hours Year 1
Year 2	\$ 58.46	*	77	=	\$ 4,501.10	Estimated Hours Year 2
Year 3	\$ 60.21	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 62.02	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 8,871.10	
	Direct Labor Subtotal before Escalation			=	\$ 8,740.00	
	Estimated total of Direct Labor Salary Increase			=	\$ 131.10	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 B - FEDERAL PROVISIONS

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: David Peters Title *: President

Signature:  Date of Certification: 2/20/2024

Email: dpeters@peters-engineering.com Phone number: 559-299-1544

Address: 862 Pollasky Avenue, Clovis, CA 93612

* 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:

Professional engineering design services.

**EXHIBIT C – INCORPORATION OF RFP #10911,
ADDENDUMS NO. 1 THROUGH 3 TO RFP #10911, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10911, to provide professional engineering services for the Active Transportation Program (ATP) Projects in communities of Chualar, San Ardo, and Castroville. TRC Engineers, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10911. County selected TRC Engineers, Inc. to provide professional engineering services for the Chualar Community and School Connections ATP Project.

RFP #10911, Addendums No. 1 through 3 to RFP #10911, and the Proposal submitted by TRC Engineers, Inc. are hereby incorporated into this Agreement by this reference.

EXHIBIT D – MODIFICATION TO AGREEMENT PROVISIONS

Replace **Section 6., PAYMENT CONDITIONS** with the following:

- 6.01. Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02. Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03. Invoice amounts shall be billed directly to the ordering department.
- 6.04. 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.
- 6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties 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. If reimbursement for travel expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2024

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 FAX (A/C. No): E-MAIL ADDRESS: greylingcerts@greyling.com														
INSURED TRC Engineers, Inc.; TRC Solutions, Inc. TRC Companies, Inc. 6 Executive Circle, Suite 200 Irvine CA 92614-0000	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER C : AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER E : Allied World Assurance Co (U.S.) Inc.</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER F : Gotham Insurance Company</td> <td style="text-align: center;">25569</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : New Hampshire Insurance Company	23841	INSURER C : AIU Insurance Company	19399	INSURER D : Steadfast Insurance Company	26387	INSURER E : Allied World Assurance Co (U.S.) Inc.	19489	INSURER F : Gotham Insurance Company	25569
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COVERAGES **CERTIFICATE NUMBER: 920555934** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5341999	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127873 EX202400003211	4/1/2024 4/1/2024	4/1/2025 4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Each Occur./Aggregate \$ \$4M/\$4M
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC022298274 (AOS) WC022298275 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability incl. Pollution Liability			PEC019684308	4/1/2024	4/1/2025	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Professional Services Agreement. The County of Monterey, its agents, officers & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER County of Monterey 168 West Alisal Street 2nd Floor Salinas CA 93901-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

POLICY NUMBER: GL5341999

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: **GL5341999**

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5341999

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2024**
forms a part of Policy No. **CA4773667**
issued to **TRC COMPANIES LLC**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".**

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2024**
forms a part of Policy No. **CA4773667**
issued to **TRC COMPANIES LLC**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured **will apply as primary insurance** for such additional insured where so required under an agreement executed prior to the date of accident. **We will not ask any insurer that has issued other insurance to such additional insured to contribute** to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA4773667
issued to TRC COMPANIES LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 022-29-8275

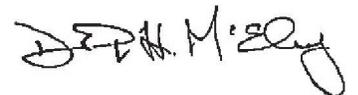
Issued to TRC COMPANIES, LLC

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative