

MONTEREY COUNTY

PUBLIC WORKS, FACILITIES & PARKS



Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831) 755-4800

www.co.monterey.ca.us

MEMORANDUM

Date: April 1, 2021

To: Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst III

Subject: PROFESSIONAL SERVICES AGREEMENT NO. A-15150 BETWEEN QUINCY ENGINEERING, INC. AND THE COUNTY OF MONTEREY FOR THE PALO COLORADO ROAD REPAIR PROJECT FROM MILEPOST 4.0 TO 7.8, PROJECT NO. 6210, REQUEST FOR PROPOSALS #10766

Please find attached and for your records, a fully executed copy of Professional Services Agreement (PSA) No. A-15150 between Quincy Engineering, Inc. and the County of Monterey for the above referenced project. This PSA was approved by the Board of Supervisors on March 23, 2021.

If you have any questions, please contact me directly at Ext. #8966. Thank you.

DMM

Attachments: Executed PSA – 1 Copy
Board Order for PSA, Passed and Adopted on 3/23/21 – 1 Copy



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15150

- a. Approve Professional Services Agreement with Quincy Engineering, Inc. to provide professional engineering design services for the Palo Colorado Road Repair Project from milepost 4.0 to 7.8, Project No. 6210, under Request for Proposals #10766, in a total amount not to exceed \$1,605,000 for an initial term of three (3) years from April 1, 2021 to April 1, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor 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 approved Agreement amount.

PASSED AND ADOPTED on this 23rd day of March 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 23, 2021.

Dated: March 24, 2021
File ID: A 21-084
Agenda Item No.: 46

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


Julian Lorenzana, Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

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:

Quincy Engineering, Inc.
(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide for professional engineering design services for the Palo Colorado Road Repair Project from milepost 4.0 to 7.8 (RFP #10766)

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 \$ 1,605,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from April 1, 2021 to April 1, 2024, 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 Federal Provisions
- Exhibit C Revision to Paragraph 8, Indemnification, of Agreement
- Exhibit D Incorporation of Request for Proposals (RFP) #10766, Addendum No. 1 to RFP #10766 and Proposal Documents on file with the Department of Public Works, Facilities, & Parks

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.

*Approved by County Board of Supervisors on _____.

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

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

Please refer to Exhibit B of Agreement.

MR SG 3/10/2021 / 3/10/2021
Contractor's Initials Date

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "designe 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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.~~

Please refer to Exhibit B of Agreement.

DS MR SG 3/10/2021 / 3/10/2021
Contractor's Initials Date

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 the 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 the COUNTY, or defect in a design furnished by the COUNTY.

Please refer to Exhibit B of Agreement.

DS MR SG 3/10/2021 / 3/10/2021
Contractor's Initials Date

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the 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 the COUNTY, or defect in a design furnished by the COUNTY.

9.0 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 Department, 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 coverage's, 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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, Broadform 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.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to approval).

9.04 Other Insurance 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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 at all times 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), or sexual orientation, 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. **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.

14. **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:
Dalia Mariscal-Martinez, Management Analyst III	Robert Ferguson, P.E., Senior Engineer
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	11017 Cobblersrock Drive, Suite 100 Rancho Cordova, California 95670
Address	Address
(831) 755-8966	(916) 368-9181
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 **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.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **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.
- 15.04 **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.
- 15.05 **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **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.
- 15.07 **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.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 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.
- 15.13 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.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 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.
- 15.16 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.
- 15.17 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.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: Debra Wilson, Contracts/Purchasing Supervisor
Purchasing Officer

Date: 4/1/2021

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹ by:
By: Mary Grace Perry
County Counsel

Date: 3/10/2021

Approved as to Fiscal Provisions² by:
By: Gary Giboney
Auditor/Controller

Date: 3/11/2021

Approved as to Liability Provisions³ by:
By: _____
Risk Management

Date: _____

Quincy Engineering, Inc.
Contractor's Business Name*

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

Mark L. Reno, Vice President
Name and Title

Date: 3/10/2021

DocuSigned by:
By: Shawn Goodpaster
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Shawn Goodpaster, Secretary
Name and Title

Date: 3/10/2021

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹Approval by County Council is required for all Professional Service Agreements over \$100,000
²Approval by Auditor/Controller is required for all Professional Service Agreements
³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Quincy Engineering, Inc., hereinafter referred to as "CONTRACTOR"**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

CONTRACTOR shall provide professional engineering design services for Palo Colorado Road Repair Project from milepost (MP) 4.0 to MP 7.8 (Project) for County. The Project consists of excavating and reconstructing fourteen (14) damaged areas and installing soldier-pile walls or soil nail retaining walls to stabilize the slope and the roadway without disturbing the creek. Additionally, fourteen (14) culverts identified within the Project limits, which are clogged with debris and silt will need to be cleaned.

The scope of services for the Project includes in general, the full range of professional engineering design services. The services provided shall include project management, surveying, geotechnical investigation, permitting support, project and construction cost estimating, preparation of final plan documents, coordination with various utility companies for relocation, project design and engineering in compliance with local, State and Federal guidelines, bidding assistance and design support during construction.

CONTRACTOR's professional engineering design services shall include but not be limited to the following services and requirements:

PHASE 1 – PRELIMINARY ENGINEERING AND ENVIRONMENTAL APPROVAL

PHASE 1A – 30% DESIGN AND OPINION OF ENVIRONMENTAL REQUIREMENTS

TASK 1 – PROJECT MANAGEMENT SERVICES (PHASE 1A)

Task 1.1 – Project Management and Maintain Project Schedule (Phase 1A)

CONTRACTOR's Project Manager (PM) will coordinate with team members to monitor progress, adhere to the project schedule, determine that proper resources are assigned to the Project, and to communicate regularly with County staff. Monthly invoices will be reviewed and sent to County with a progress report on that month's work. On a monthly basis, as applicable, CONTRACTOR and its subcontractors will provide County with invoices and progress reports for the Project. CONTRACTOR will develop and update a Microsoft Project schedule showing each task, start and end dates, and task duration. CONTRACTOR will develop and maintain a risk register and implement a risk management plan to identify actions which pose significant risks to schedule, funding, quality and liability will be communicated frequently with County.

Task 1.2 – Project Kick-Off and Field Walk Meeting (Phase 1A)

CONTRACTOR will coordinate and attend a teleconference kick-off meeting with all stakeholders, including County, hydraulic engineer, and geotechnical engineers. An in-person field walk meeting

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

will follow. CONTRACTOR will provide a sign-in sheet, meeting agenda and prepare meeting minutes afterwards for circulation amongst the attendees. WRECO (CONTRACTOR's subcontractor for Geotechnical Services) will attend the Project kick-off meeting. WRECO and Parikh Consultants, Inc. (Parikh) (CONTRACTOR's subcontractor for Geotechnical Services) will evaluate site access and mark for utility locating by Underground Service Alert (USA) during the field walk.

Task 1.3 – Project Team Meetings (Phase 1A)

CONTRACTOR assumes bi-monthly phone conference meetings to confirm that the Project Team is on schedule and task. In addition to phone meetings, CONTRACTOR plans on up to two (2) in-person meetings for Phase 1A of the Project. CONTRACTOR will prepare meeting agenda, coordinate meeting scheduling, and distribute meeting notes and action items to attendees. WRECO will attend one (1) coordination meeting during Phase 1A. WRECO will also participate in up to two (2) conference calls with County and Project Team during Phase 1A.

Task 1.4 – Coordination with Public Agencies, County staff, and Federal Emergency Management Agency (FEMA) (Phase 1A)

It is understood that County is seeking Project funding through FEMA. CONTRACTOR will assist County to provide information required for the application/approval of FEMA funding for the restoration of the Project. This typically consists of preliminary plans, a project description, and a preliminary estimate of project costs. CONTRACTOR will also assist County with any revisions that may be necessary to receive additional approval or allocations for each phase of the Project, and keep County informed of upcoming documentation requirements.

Task 1 Deliverables:

- One (1) Teleconference Kick-off Meeting
- One (1) In-person Field Walk Meeting
- Four (4) Phone Meetings
- FEMA Documentation Support

TASK 2 – OPINION OF ENVIRONMENTAL CONSTRAINTS

The work outlined in this task will be performed by SWCA Environmental Consultants (SWCA) (CONTRACTOR's subcontractor for Environmental Services). CONTRACTOR will support these tasks by providing a project description, preliminary mapping (Area of Potential Effects (APE) and project limits), document review, and comment.

Task 2.1 – Biological Reconnaissance Survey and Initial Focused Botanical Survey

Under Phase 1A, SWCA will conduct a reconnaissance level survey of the Project site and the first of two (2) proposed botanical surveys within the Project study area. To comply with agency protocol for botanical resources, an additional floristic botanical survey will be necessary under Phase 1B to accommodate the range of blooming periods (i.e., the identification periods) for the numerous special-status plant species with potential to occur within the study area. Botanical surveys will follow the applicable guidelines from the United States Fish and Wildlife Service (USFWS) publication General Rare Plant Survey Guidelines and the California Department of Fish and Wildlife (CDFW) publication Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys, and all plant and wildlife species (or evidence of, such as scat or tracks) will be identified to the lowest possible taxonomic level. SWCA proposes to complete the first botanical survey in Spring 2021, assuming the CONTRACTOR's team is under contract by this time. If a botanical

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

survey is not feasible due to project schedule or contracting delays, SWCA will use their best professional judgement in determining each project site's potential for supporting rare annual plant species and providing constraints-level analysis as part of Task 2.3 below.

Task 2.2 – Environmental Constraints and Permitting Strategy Memo

SWCA will prepare a brief memo outlining environmental constraints associated within the proposed actions in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of conducting this level of analysis is to identify potential environmental constraints associated with the proposed Project to assist with the project decisioning making process and future scope of services needed. The constraints analysis is not a CEQA or NEPA document; however, the content of the analysis will be incorporated into the Project's subsequent environmental documents. The objective is to make that process as seamless as possible. The constraints analysis will address issue areas found within the Caltrans Preliminary Environmental Study (PES) Form and in accordance with Appendix G: Environmental Checklist Form of the CEQA Guidelines.

The Constraints Level Alternatives Analysis will provide a description of the potential inventory of environmental resources and project environmental issues including those that could affect the viability of the design alternatives. Each environmental issue will be discussed in sufficient detail to determine if extensive studies or lengthy processes that affect schedules are involved. Preliminary cultural and biological resources screening will be undertaken under this Phase. This includes conducting a California Natural Diversity Database (CNDDB) search of the project area, requesting a special-status species list from the USFWS, and conducting a cultural resources records search at the Central Coast Information Center (CCIC). Furthermore, other environmental issues (e.g., noise, air quality, visual resources, etc.) will be briefly discussed to assess the potential for further studies, analysis, or regulatory permits that may be required (i.e., Clean Water Act Sections 404/401, 1600 Lake and Streambed Alteration (LSA) Agreement, California Development Permit (CDP)). SWCA will coordinate with CONTRACTOR to incorporate pertinent information from other team members for these issue areas. Additional studies will not be prepared unless required by Caltrans or County.

Task 2 Deliverables:

- Environmental Constraints and Opinion of Permitting Requirements Memo

TASK 3 – TOPOGRAPHIC SURVEY

The work outlined in this task will be performed by **Whitson and Associates, Inc. dba Whitson Engineers (Whitson)** (CONTRACTOR's subcontractor for Surveying Services). CONTRACTOR will support these tasks.

Whitson will plan and coordinate to execute thirteen (13) individual site surveys necessary to design repairs for the Project. Utilizing existing Lidar (light detection and ranging) Data from the National Geodetic Survey (NGS)/Associated Monterey Bay Area Governments (AMBAG) aerial survey of 2018, Whitson will compile a topographic base map for all thirteen (13) sites. This base map will be submitted as an early deliverable to the Project Team. Local site control will be established using Global Navigation Satellite Systems (GNSS) survey methods. Project datum will be California State Plane Zone 4, North American Datum of 1983 (NAD 83) for horizontal control, and North American Vertical Datum of 1988 (NAVD 88) for vertical control. Coordinate values will be United States (US) survey foot, derived from the NGS Online Positioning User Service (OPUS). The topographic surveys of all thirteen (13) sites will be tied together using the same network. Ground survey data will be

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integrated into the 2018 Lidar base map. A minimum of four (4) control points shall be set at each site. Whitson will conduct a topographic survey of the areas reviewed during the October 2020 field walk. Topographic mapping will be provided at one (1) foot contour intervals of existing roadbed, slip out area and adjacent embankments, existing drainage, adjacent roadside turnout, upslope of the road to the brush line, and extending downslope to approximately thirty (30) feet below the bottom of the slip out. Existing features will be located, including location of the existing edge of pavement, tops and toes of slopes, fences, visible surface utilities, pre-existing surface markings for underground utilities and trees larger than six (6) inches in diameter. Invert elevations of storm drain structures within the survey area will be measured. The topographic map will be provided as a computer-aided design (CAD) file in AutoCAD Civil 3D format and in PDF format.

In addition to the topographic mapping, Whitson will perform the following:

- Set a stake at each site, to be used by County for placement of MP marker.
- Attend up to one (1) additional on-site meeting with County.
- Perform up to one (1) day of additional field surveying at a later date in support of design efforts, together with associated drafting and preparation of an updated CAD base map.

The following assumptions are included with Task 3:

- Whitson will be provided a key for County lock on the road closure gate.
- Whitson assumes that the upper portion of Palo Colorado Road will remain passable by vehicle for the duration of the survey.
- Whitson initial search of public records indicates that Palo Colorado Road was dedicated by the California Department of Fish and Game (CDFG), but the right-of-way (ROW) limits are not defined relative to recorded ground survey monumentation. Therefore, the road and existing ROW limits will be defined on the survey as, "As traveled and maintained by Monterey County".
- Whitson assumes that the topography may change between the time of the survey and the time of design and/or construction as additional slides or erosion may occur. Whitson will not be responsible for updating the base topography due to changed conditions.
- Any agreements for access with adjoining landowners will be coordinated by County.

The following work is specifically excluded from Task 3:

- Underground utility surveys including potholing of existing underground facilities.
- Design services.
- Preparation of record of survey or other recorded map.
- Any work not specifically included in the above scope of services.

Task 3 Deliverables:

- Base Map
- Survey Control
- Prescriptive Boundary Mapping

TASK 4 – PRELIMINARY GEOTECHNICAL SERVICES

The work outlined in this task will be performed by Parikh and WRECO (CONTRACTOR's two (2) different subcontractors for Geotechnical Services). Parikh will provide geotechnical services for field sites 1 through 8, and site 10, described below as Task 4.1. WRECO will provide geotechnical services for field sites 9, 11, 12, and 13, described below as Task 4.2. CONTRACTOR and Wood Rodgers, Inc. (Wood Rodgers) (CONTRACTOR's subcontractor for Structural Services) will support these

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tasks by providing preliminary engineering drawings to support recommendations and review and comment on draft geotechnical reports.

Task 4.1 - Parikh Geotechnical Services

The geotechnical services will include field exploration of five (5) borings total for sites 3, 4, 5, 6, and 7 (one [1] at each site), laboratory testing, engineering analysis, design coordination/interaction with the design team. The development of repair recommendations and evaluation will include the nine (9) sites (sites 1, 2, 3, 4, 5, 6, 7, 8, and 10). One (1) geotechnical report summarizing findings and recommendations for the planned repair of the nine (9) sites will be provided. Based on previous experience, the upper part of the weathered/decomposed granite is drillable with auger. At depth, the formation may require diamond coring. Following is a task breakdown for the proposed work.

Task 4.1.1 - Research and Data Collection (Parikh)

Research and Data Collection: Parikh will review readily available geologic and soil literature in the vicinity of the site including review of any as-built information (including the borings performed in 2016) and field observation.

Permits/USA Clearances: Parikh will mark the proposed borings on the ground and contact USA for utility clearance. Five (5) borings are planned. County will provide no-fee encroachment permit for the field work. No traffic control is planned as the road is currently closed to public traffic. Parikh will strategically select boring locations so that residents/traffic will not be blocked.

Task 4.1.2 - Field Exploration (Parikh)

Five (5) borings to about sixty (60) feet depth each is planned below the existing roadway. No additional traffic control is included. Parikh anticipates using hollow stem auger to start the borehole. At depth, the drilling may require diamond coring when competent rock is encountered, and the drilling method will be switched to rotary wash. The drilling spoils will be dispersed at site. The field work is estimated to take one (1) day for each boring. If hard drilling is encountered, due to rock conditions, it may be extended to a longer shift.

Task 4.1.3 - Laboratory Testing (Parikh)

Perform laboratory tests on representative soil/rock samples such as moisture density, gradation analyses, strength tests on rock cores, corrosion tests and Plasticity Index tests, as necessary.

Task 4.1.4 - Soils Analysis/Evaluation (Parikh)

Perform engineering analyses and develop design recommendations for the proposed wall foundation analysis and development of tieback loads. Parikh will work with the designer to provide geotechnical input if alternative repair methods are evaluated.

Task 4.1.5 - Prepare Draft Geotechnical Memo/Report (Parikh)

Prepare preliminary recommendations for wall design with draft Log of Test Borings.

Task 4.1 Deliverables (Parikh):

- Draft Geotechnical Memo/Report (sites 3, 4, 5, 6, and 7)
- Draft Log of Test Borings

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**Task 4.2 - WRECO Geotechnical Services****Task 4.2.1 - Project Team Meetings (WRECO)**

WRECO will attend the Project kick-off meeting and attend two (2) coordination meetings. WRECO will also participate in up to four (4) conference calls with County and Project Team.

Task 4.2.2 - Preliminary Assessment and Exploration Plan (WRECO)

WRECO will participate in the Project kick-off meeting. In conjunction with the kick-off meeting, WRECO will perform a field reconnaissance of each site to evaluate for changes from the time the Damage Assessment Form (DAF) was written, evaluate site access, and mark for utility locating by USA. This review is assumed to be concurrent with the environmental field review or Project kick-off meeting. The results of the site review will be discussed with the Project Team. If significant changes from the DAF are identified that require a change in proposed exploration effort, a revised exploration scope of services will be provided for that site.

An exploration plan will be provided for each site for review by the Project Team and FEMA. The exploration plan will show the location and type of exploration proposed on a site map. The site map will include the approximate limits of the failure and for each exploration location latitude, longitude and proposed boring/excavation depth will be provided. The exploration plan will also indicate the required traffic control requirements based on the selected exploration locations.

Task 4.2.3 - Geotechnical Investigations (WRECO)

For each of the storm damage sites, WRECO will prepare and perform a field investigation to better define the subsurface soil and rock conditions at the Project site and perform soil and rock classification. For the field investigation and laboratory testing work, WRECO will perform the following:

- Develop a work plan for review by funding agency. Work plan will provide a basic field map of the site, anticipated exploration locations, exploration type and depth, and latitude and longitude of exploration locations.
- Mark out using a white stake with surveyor flagging (per the USA North 811 mark out guidelines for fifty (50)-foot radius coverage) the proposed boring locations a minimum of 72 hours before the start of the field work during the field review of each site.
- Obtain a stamped traffic control plan from WRECO's subcontractor.
- Obtain (at no cost to WRECO) an encroachment permit from County to perform the drilling work within the limits of County's prescriptive easement.
- Have previously obtained by others permission to enter the private property adjacent to the existing roadway to perform drilling work (if required).
- Pay all fees and obtain a well permit from the County Health Department.
- Drill exploratory borings, excavate test pits, or perform hand-auger borings to obtain disturbed soil and rock samples for visual classification and laboratory testing. Anticipated exploratory effort included in WRECO's scope of services is detailed in Table 1 below.
- Provide traffic control (if required) and performed by a subcontractor. Anticipated traffic control included in WRECO's scope of services is detailed in Table 1 below.
- Backfill the borings with cement grout per County's requirements.
- Have a WRECO representative provide full-time observation of the drilling operations and log the recovered soil samples as drilling is progressed.
- Perform soil sampling typically at five (5)-foot intervals using driven-split barrel samplers in general conformance with performing the Standard Penetration Test (American Society for Testing and Materials (ASTM) D1586). Recovered soil samples will be visually classified and retained for later laboratory testing.

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- Use a diamond-bit coring to recover intact rock (if encountered).
- Obtain bulk samples from the borings for later laboratory testing.
- Take representative soil samples to a certified laboratory for testing. Testing will likely consist of grain size determination, plasticity, and unconfined compressive strength, or as deemed necessary based on recovered samples.

Table 1: Proposed Exploration Effort (WRECO)

Site	Recommended Exploration	Expected Traffic Control	Special Considerations
9	Two (2) borings along the road to approximately 30-50 feet in depth	Road Closure	Narrow one (1) lane road. Overhead and underground utilities.
11	Three (3) borings along the road to approximately 30-50 feet in depth	Road Closure	One (1) lane road width in places.
12	Two (2) borings along the road to approximately 30-50 feet in depth	Low Volume Lane Closure	Overhead utility. Narrow road width.
13	Two (2) borings along road to approximately 30-50 feet in depth	Low Volume Lane Closure	Overhead utility. Narrow road width.

The boring locations, descriptions of the soils encountered, and summary of the laboratory testing will be presented on a Log of Test Borings or on Boring Logs as appropriate for inclusion in the Geotechnical Report and construction plans. The Log of Test Borings will be prepared in accordance with the latest Caltrans requirements.

Task 4.2.4 - Geotechnical Report (WRECO)

WRECO will prepare the Draft Geotechnical Report to provide geotechnical data, a discussion of the potential repair types, and the benefits and risks of each repair method. The report will recommend a preferred repair method. The report will include the following:

- A project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified soil and rock conditions observed at the project site, summary of the laboratory testing results, and Log of Test Borings or Boring Logs.
- A discussion of the regional seismology and seismic design parameters for the proposed project site as appropriate in accordance with the Caltrans 2019 Acceleration Response Spectra (ARS) Online Design Tool and the Caltrans Seismic Design Criteria, Version 2.0, April 2019.
- A discussion of potential repairs including benefits and risks of each.
- Recommendations regarding the likely and most cost-effective repair option(s).

The following assumptions were made in preparing WRECO's scope of services for this task:

- Rights-of-entry (if required) will be provided by County to WRECO.
- The existing topography will be provided to WRECO prior to the start of field exploration operations.
- WRECO is not responsible for surveying in the boring locations.
- Dry drill cuttings will be lost on-site after the completion of drilling.
- No special access measures (clearing, earthwork, etc.) will be required to reach boring locations using a wheeled drill rig.
- Traffic control for temporary road closures to allow for drilling will only require road closed

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barricades and road closed ahead signs. Detour signage and notifications will be handled by WRECO's subcontractor(s) (if required).

- Traffic control for lane closures will only require road work ahead, cones, and flags.
- Flagging will not be required for this task.
- The drilling sites do not have environmental impacts and will not require environmental permitting beyond County's boring requirements.
- There is no hazardous waste present at the site. If hazardous waste is identified, work will stop until the extent and type of waste is determined.
- WRECO is not responsible for performing a site-specific Seismic Fault Study or fault trenching.
- The boring locations, where asphalt concrete is penetrated, will be patched with quick setting high strength concrete dyed black.
- County will provide support for any public outreach, notification, or other public information regarding the impacts to the traveling public and residents during the field investigation.
- Exploration of all sites will be performed sequentially without separate mobilizations.
- Meetings will be scheduled to allow for discussion of all sites on each assigned project/construction contract as a group.
- WRECO's deliverables will be submitted in PDF. Other members of the Project Team will be responsible for reproduction of hard copies, if needed.

Task 4.2 Deliverables (WRECO):

- Draft Geotechnical Report (sites 9, 11, 12, and 13)
- Boring Logs

TASK 5 – PRELIMINARY HYDROLOGIC AND HYDRAULIC ASSESSMENT

The work outlined in this task will be performed by WRECO (CONTRACTOR's subcontractor for Hydrologic and Hydraulic Services). WRECO will provide hydrologic and hydraulic services for all thirteen (13) field sites. The following assumptions were made in preparing WRECO's scope of services and fee for this task:

- Rights-of-entry (if required) will be provided by County to WRECO.
- Culvert locations will be identified and cleared for inspection prior to the field investigation.
- Meetings will be scheduled to allow for discussion of all sites on each assigned project/construction contract as a group.
- The existing topography will be provided to WRECO prior to the start of field exploration operations.

WRECO's deliverables will be submitted in PDF. Other members of the Project Team will be responsible for reproduction of hard copies, if needed.

Task 5.1 – Preliminary Hydrologic Analysis

WRECO will review available data, including survey, available topographic information, as-built plans, and previous studies for the project site, provided by County and the Project Team. WRECO will conduct field reconnaissance to assess the existing conditions in the vicinity of the project site. WRECO will identify potential design constraints and permitting challenges.

WRECO will perform preliminary hydrologic analyses using one (1) or two (2) of the following methods:

- the United States Geological Survey (USGS) Regional Regression Method;

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- the Unit Hydrograph Method for larger watersheds (larger than approximately 0.5 mi²); and/or
- the Rational Method for smaller watersheds (smaller than approximately 0.5 mi²).

WRECO will identify the appropriate design storm for the roadway drainage system and base flood (100-year flood).

Task 5.2 – Preliminary Hydraulic and Scour Evaluations (for 30% Design)

WRECO will perform a preliminary hydraulic analysis based on the approximate roadway prism before the roadway embankment or slope failure, to determine the design flow characteristics for the existing condition and the sizing of the new drainage facilities. Based on the results of the preliminary hydraulic analysis, WRECO will recommend the required drainage facilities and the necessary bank-protection measures and scour countermeasures.

Task 5.3 – Scour Countermeasures Conceptual Design (for 30% Design)

Based on the results of the detailed hydraulic analysis, WRECO will finalize the recommendations for bank protection measures and scour countermeasures. The recommendation on the proposed bank protection measures will be based on the calculated shear stresses at each different bank locations. WRECO's shear stress analysis will demonstrate that the method proposed is an appropriate method for correcting the problem at this specific location. The following will be provided:

- The flows for which the Project is designed, the return period of those flows, and the shear stress and velocity of those flows;
- The least invasive bank stabilization material that can withstand the shear stress identified, Permissible Shear and Velocity for Selected Lining Materials, in Stability Thresholds for Stream Restoration Materials, Ecosystem Management and Restoration Research Program (EMRRP) Technical Notes Collection (ERDC TN-EMRRP-SR-29); and
- Conceptual design plans and details for proposed scour countermeasures.

Task 5.4 – Preliminary Hydrologic and Hydraulic Report

WRECO will summarize the hydrologic and hydraulic data and WRECO's design recommendations for the proposed storm damage repair site in a technical memorandum.

Task 5.5 – Preliminary Erosion Control Recommendations

WRECO will review the site conditions, geologic information, site topography, and proposed geometric improvements in consideration of the design and maintenance of slope stabilization and erosion control. Using appropriate design measures, WRECO will provide input on the development preliminary erosion control designs. The proposed features will be identified while considering the steep grade and slope erodibility as well as the remote location.

Task 5 Deliverables:

- Preliminary Hydrologic and Hydraulic Report

TASK 6 – PRELIMINARY CULVERT INSPECTION & ASSESSMENT

CONTRACTOR's nationally certified inspectors will perform field inspection of the existing culverts accompanied by WRECO. The purpose of this preliminary inspection is to develop an inventory of the culverts, identify failed culverts and to identify clogged culverts which will need to be cleaned prior to video inspection during Phase 1B. CONTRACTOR will review all available information prior to performing field work to understand areas of focus during the preliminary inspection. CONTRACTOR's inspection methodology will be carried out based on National Bridge Inspection

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System (NBIS) procedures and closely parallels Caltrans Structures Maintenance and Investigations methods and Federal Highway Administration (FHWA) "Culvert Assessment and Decision-Making Procedures Manual for Federal Lands Highway" guidance manual.

Task 6.1 - Preliminary Culvert Inspection (CONTRACTOR)

CONTRACTOR will assess each culvert in the field during inspection to assess their condition and determine if that condition constitutes follow-up action. A report will be prepared and submitted as soon as possible after field inspection and will include the following information:

- Inventory of culvert, number, and MP location (Global Positioning System (GPS), if available).
- A listing of deficiencies.
- Recommendations to County to address the deficiencies.

Task 6.2 – Field Inspections (WRECO)

WRECO will conduct a field reconnaissance to assess the existing conditions of the culverts and will couple this information with the preliminary hydrologic and hydraulic modeling to identify the need for improvements.

Task 6.3 - Draft and Final Culvert Inspection Reports (CONTRACTOR)

CONTRACTOR will submit an Inspection Report for all culverts identified in the field. CONTRACTOR will use FHWA's format as a guide for inspection reporting. CONTRACTOR will develop draft and final inspection reports which will include the following information:

- *General Information:* Reports will include typical data such as type, size, number, location, length, function, and a brief description.
- *Inspection Commentary:* CONTRACTOR will describe how the culverts were inspected including items inspected and their overall condition. Other valuable field notes will be included into this section. Detailed sketches of the culverts (typical section, plan, profile, stream channel, etc.) will be included. Detailed descriptions of the condition of the various components accompanied by site photos will be provided.
- *Work Recommendations:* After assessing the culverts, CONTRACTOR will create a list of work recommendations including recommendations to clean out clogged culverts for future video inspection performed by WRECO in Phase 1B. CONTRACTOR will provide a description of the type of repair/maintenance work, location, estimated cost, and CONTRACTOR's opinion of when the work should be completed.
- CONTRACTOR will address and incorporate all County comments following a draft submittal review by County and compile the final report. The final report will include the signature and professional engineering seal of the lead inspector.

Task 6 Deliverables:

- Field Inspection of all culverts between MP 2.5 and MP 7.0 (minimum of fourteen (14) culverts, maximum of forty-five (45) culverts)
- Inventory of culverts and listing of deficiencies
- Draft and Final Culvert Inspection Report (CONTRACTOR)

TASK 7 – PRELIMINARY DESIGN (30% DESIGN & TYPE SELECTION MEMO)

The work outlined in this task will be performed by CONTRACTOR and Wood Rodgers. Structure design and Plans, Specifications and Estimate (PS&E) development at each of the project repair sites will be distributed between CONTRACTOR and Wood Rodgers who will each be responsible for providing preliminary recommendations, structure design and engineering services for those sites.

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CONTRACTOR will provide roadway and drainage design at all sites. Corridor wide culvert design and PS&E will be developed by CONTRACTOR as a stand-alone PS&E package based on recommendations made during Culvert Inspection and Assessment. It is assumed that fourteen (14) individual culvert sites will require PS&E for repair and are separate from the drainage improvements associated with the storm damage repair PS&E. Structure design and PS&E will be distributed to Wood Rodgers and CONTRACTOR as shown in the following table. The table also shows the assumed recommended design alternative at each site for scoping purposes:

Site	Recommended Wall Type	Structure Design & PS&E	Site	Recommended Wall Type	Structure Design & PS&E
3	Soil Nail/Soil Nailed Wire Mesh	CONTRACTOR	1	Tieback Soldier Pile	Wood Rodgers
4	Cantilever Soldier Pile	CONTRACTOR	2	Tieback Soldier Pile	Wood Rodgers
5	Tieback Soldier Pile	CONTRACTOR	7	Tieback Soldier Pile	Wood Rodgers
6	Soil Nail/ Soil Nail Wire Mesh	CONTRACTOR	8	Tieback Soldier Pile	Wood Rodgers
9	Dig out, Geogrid Reinforced Embankment/Gabion	CONTRACTOR	10	Tieback Soldier Pile	Wood Rodgers
11	Tieback Soldier Pile	CONTRACTOR			
12	Cantilever Soldier Pile	CONTRACTOR			
13	Dig out, Reinforced Embankment or Soldier Pile	CONTRACTOR			

The following scope of services will refer to both CONTRACTOR and Wood Rodgers as Consultant.

For each site, Consultant will evaluate up to two (2) alternatives and prepare one (1) Type Selection Memo that summarizes the findings and presents a recommended repair alternative. It is anticipated that the larger slides will be repaired using retaining wall systems consisting of either soldier pile/lagging (with ground anchors) and/or soil nail wall systems. Smaller slides may be repaired with geogrid reinforced embankments, gabion baskets, soil nailed wire mesh, etc. For all alternatives, the Consultant will evaluate ROW, environmental, economic and safety issues, construction detours, traffic impact, drainage, and anticipated design exceptions (if any) and will discuss in the Type Selection Memo. Consultant will prepare a Planning Study drawing for each alternative consisting of a plan, elevation, and typical section view. CONTRACTOR's roadway design team will prepare preliminary plans including road typical sections, plan, and profile, and proposed drainage measures for each site. Consultant will prepare a preliminary cost estimate for major repair items for each alternative and include appropriate contingency factors for this level of design and will be included in the Type

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**Selection Memo.**

Draft Type Selection Memo including planning study sheets, and preliminary cost estimates will be submitted to County for review. CONTRACTOR will coordinate and attend, and Wood Rodgers will attend as appropriate, a Type Selection teleconference meeting with County to discuss the potential repair methods for each site. Consultant will address County comments on the Draft Type Selection Memo, then submit a final Type Selection Memo that will become the basis for final design for each project site.

TASK 8 – PRELIMINARY UTILITY COORDINATION

- CONTRACTOR will contact utility owners and work with each utility company to locate each utility within the project footprint using the Caltrans Local Assistance Procedures Manual (LAPM) Chapter 13, ROW: *Utility Identification*: Utility “A” letters will be sent to each utility in the project area and existing utility facilities will be shown on the Project base mapping.

Task 8 Deliverables:

- Utility A Letters

PHASE 1B – 65% DESIGN AND ENVIRONMENTAL APPROVAL**TASK 9 – PROJECT MANAGEMENT SERVICES (PHASE 1B)****Task 9.1 – Project Management and Maintain Project Schedule (Phase 1B)**

CONTRACTOR’s PM will coordinate with team members to monitor progress, adhere to the project schedule, determine that proper resources are assigned to the Project, and to communicate regularly with County staff. Monthly invoices will be reviewed and sent to County with a progress report on that month’s work. On a monthly basis, as applicable, CONTRACTOR and its subcontractors will provide County with invoices and progress reports for the Project. CONTRACTOR will maintain a risk register and implement a risk management plan to identify actions which pose significant risks to schedule, funding, quality and liability will be communicated frequently with County. CONTRACTOR will update a Microsoft Project schedule showing each task, start and end dates, and task duration.

Task 9.2 – Project Team Meetings (Phase 1B)

CONTRACTOR assumes bi-monthly phone conference meetings to confirm that the Project Team is on schedule and task. In addition to phone meetings, CONTRACTOR plans on up to two (2) in-person meetings during Phase 1B of the Project. CONTRACTOR will prepare meeting agenda, coordinate meeting scheduling, and distribute meeting notes and action items to attendees. WRECO will attend one (1) coordination meeting during Phase 1B. WRECO will also participate in up to two (2) conference calls with County and Project Team during Phase 1B.

Task 9.3 - Public Meeting #1 (Phase 1B)

CONTRACTOR will prepare for and attend one (1) public meeting with County to provide updates to the interested parties and stakeholders. This meeting will likely occur after the Draft Type Selection Report is submitted and construction staging, and traffic handling plans are developed. Up to two (2) team members will be present depending on items to be discussed. CONTRACTOR will provide up to four (4) exhibits in electronic format.

Task 9.4 – Coordination with Public Agencies, County staff, and FEMA (Phase 1B)

It is understood that County is seeking Project funding through FEMA. CONTRACTOR will assist

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County to provide information required for the application/approval of FEMA funding for the restoration of the Project. During this phase, this will consist of 65% plans, a project description, and a 65% estimate of project costs. CONTRACTOR will also assist County with any revisions that may be necessary to receive additional approval or allocations for this phase of the Project, and keep County informed of upcoming documentation requirements.

CONTRACTOR will coordinate with County regarding issues affecting the final design such as ROW, environmental, economic and safety issues, construction duration, drainage, utilities, and anticipated design exceptions (if any).

Task 9.5 – Public Information Office Support Services (Phase 1B)

CONTRACTOR will coordinate with County's Public Information Office regarding any important health and safety information about the Project needing to be broadcast to the public. If necessary, CONTRACTOR can assist County with drafting press releases and preparing for media interviews regarding the Project.

Task 9 Deliverables:

- One (1) Public Meeting during Phase 1B
- Twelve (12) Phone Meetings
- Two (2) In-person Meetings
- FEMA Documentation Support
- Draft Press Release, Interview Preparation

TASK 10 - ENVIRONMENTAL DOCUMENTATION

The work outlined in this task will be performed by SWCA. CONTRACTOR will support these tasks by providing an updated project description, APE and Project limits mapping based on sixty five percent (65%) plans, document review, and comment.

Task 10.1 – 2nd Biological Reconnaissance Survey and Initial Focused Botanical Survey

To augment observations made in Spring 2021, and to comply with agency protocol for botanical resources, SWCA will conduct the second floristic botanical surveys in Summer 2022 to accommodate the range of blooming periods (i.e., the identification periods) for the numerous special-status plant species with potential to occur within the study area. Botanical surveys will follow the applicable guidelines from the USFWS publication *General Rare Plant Survey Guidelines* and the CDFW publication *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys, and all plant and wildlife species (or evidence of, such as scat or tracks) will be identified to the lowest possible taxonomic level.

Task 10.2 - Wetland Delineation and Preliminary Jurisdictional Determination

SWCA will conduct a delineation of wetlands and/or other jurisdictional waters regulated by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and California Coastal Commission (CCC) at all sites within the impact areas of the project locations. Impacts to jurisdictional resources will require permits or approvals from these agencies. Permit applications will eventually require accurate calculations of permanent and temporary impacts to jurisdictional areas that are based on the final project designs.

SWCA will prepare a formal jurisdictional delineation for those project locations that have potential
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impacts to jurisdictional features. The soil, vegetative, and hydrological characteristics of all potential wetland areas will be examined and categorized according to the 1987 Corps of Engineers Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008). If potential wetland areas are not present in the study area, SWCA will delineate the jurisdictional boundaries utilizing the methods provided in A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States, A Delineation Manual. Identified jurisdictional boundaries and biological habitats will be mapped with a Trimble® GPS 7X hand-held unit, capable of determining positional accuracy to ± 0.5 meter, and the resulting acreages quantified using ArcGIS. If the schedule allows, SWCA will work closely with the engineering survey team to record these jurisdictional features using traditional survey grade equipment. This may further reduce any anomalies that may result from GPS data collection, thus resulting in more accurate impact calculations resulting in mitigation obligations that are minimized to the extent feasible.

For ease of future permitting efforts (and at the request of regulatory staff in the past), SWCA will have separate graphics within the report that graphically depict federal and state jurisdiction independent of each other.

Impacts to these jurisdictional areas will be quantified based on the most current design available at the time (at least 30% design). At this point the Project Team will review the impacts and determine if other avoidance and minimization efforts can be made through design or construction methodology. Permit applications will eventually require these calculations be updated to determine permanent and temporary impacts at 65%, or greater, design.

Depending upon the level of impacts that may occur at the road repair locations, a Habitat Mitigation and Monitoring Plan (HMMP) may be required. However, given SWCA's experience in working with similar projects and the anticipated level of impacts at the location sites (temporary impacts), the proposed erosion control plan would adequately restore any temporary impacts that may occur.

Task 10.3 - Consultations with Regulatory Agencies

For consultations with Federal agencies, SWCA will provide support during the consultation process. It is anticipated that FEMA, as the Federal lead, will initiate the consultation process with the USFWS and the National Oceanic and Atmospheric Administration (NOAA) under Section 7 of the Endangered Species Act. It is anticipated that FEMA will provide the Biological Resources Assessment (BRA) (or Biological Assessment (BA)) (prepared by SWCA) to these agencies requesting their determination on the Project effect on Federal species or federally designated critical habitat. During this time, it is common for the USFWS or NOAA to have additional information requests to prepare their Biological Opinions on the Project. SWCA is prepared to support FEMA through this process until a Biological Opinion is acquired. In addition, SWCA would provide FEMA support with the Section 106 consultation with the State Historic Preservation Office (SHPO). Section 106 requires Native American coordination (similar to Assembly Bill (AB) 52 under State Law), will be led by SWCA in coordination with FEMA. SWCA is also available to address any comments from SHPO during their review of the ASR. Lastly, under NEPA and the National Forest Management Act, FEMA will be responsible for coordinating with Los Padres National Forest to ensure Project compliance with applicable environmental laws and regulations that guide the management of lands and resources of the National Forest System. SWCA technical experts are prepared to provide the FEMA team with technical information as needed.

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Task 10.4 - Biological Resources Assessment

The BRA consists of an impact analysis of the sensitive biological resources with potential to occur within the Biological Study Area (BSA). The BSA will include all locations within the road repair Project and evaluate all sensitive species and critical habitat within a five (5)-mile radius of the BRA, in addition to the jurisdictional features identified within the wetland delineation. The BRA will be prepared in a manner that will satisfy both State and Federal agencies during the consultation and permitting process. However, it is possible that the Federal agencies may require that a separate BA be prepared to only address Federal species. SWCA is prepared to modify the BRA to satisfy the reporting requirements of the Federal agencies as an optional task. The remaining scope described below pertains to SWCA's preparation of the BRA.

SWCA has reviewed the CNDDDB, USFWS Wetlands Mapper, USFWS and NOAA Fisheries Critical Habitats. While there are very few documented occurrences of sensitive species in this area, this information will be utilized as a baseline for those resources that must be addressed within the BRA. SWCA will follow up with field surveys to provide information on vegetation communities, habitat types, and known plant and wildlife species in the BSA. Resources identified during field surveys will be mapped with GPS/GIS and will be overlain on plans and/or aerials provided by CONTRACTOR. SWCA will also collect some aerial imagery of the BSA using drone technology, to help illustrate the conditions at the site which we have found to be useful during the permitting process with resource agencies.

Topics of discussion in the BRA will include a description of each project component and the design alternative currently under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and jurisdictional features (wetlands/other waters); evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The BRA will also adequately address all Federal laws, regulation, and guidance. Appendices to the BRA will include the project plans; results of the USFWS, NOAA Fisheries, and CNDDDB queries; and a list of species observed within the BSA.

Task 10.5 - Cultural Resources Studies

In compliance with County's guidelines on the treatment and protection of cultural resources, and California Environmental Quality Act (CEQA), and to comply with the National Historic Preservation Act (NHPA) Section 106, SWCA proposes to first conduct a records search for the proposed project area at the CCIC of the California Historical Resources Information System (CHRIS), located at the Northwest Information Center (NWIC) at Sonoma State University. SWCA assumes that a 0.25-mile search radius will be the minimum.

SWCA will prepare the ASR pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3), which will include coordination with up to twenty (20) local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the area. SWCA will initiate this task by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, SWCA will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, concerning any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two (2) telephone calls will be made to each of the Native American groups on the NAHC list to document good-faith efforts and follow-up.

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SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. SWCA will survey the APE. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Upon completion of the field survey, SWCA will prepare the ASR which will document the results of the records search, Native American consultation, and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. This report will be submitted to County for review.

SWCA assumes that no archaeological resources will be encountered; any additional previously unrecorded or newly recorded archaeological resources identified during the records search or survey would likely require a contract amendment for formal recordation. The survey area will be limited to the direct APE. SWCA also assumes that historic resources may be addressed within the ASR, rather than a standalone document. SWCA assumes that preparation of the ASR will not require more than one (1) revision based on comments from Caltrans or County. Should a separate report for historic resources be necessary, SWCA will discuss that effort with CONTRACTOR and County.

Task 10.6 - Conceptual Mitigation Plan

As part of the permitting process with the USACE, CDFW, and RWQCB, a Conceptual Habitat Mitigation and Monitoring Plan (CHMMP) must be provided to address proposed mitigation based on the most current design of the selected alternative. The CHMMP will outline the methods proposed to restore and monitor the impacted jurisdictional areas and presents a suggested mitigation ratio. Generally, a CHMMP consists of a three (3)-year restoration maintenance program and a five (5)-year monitoring program. The combined programs would amount to five (5) years of restoration work and monitoring following construction activities. The CHMMP will also include mitigation for any tree removals that may occur.

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

Task 10.7 - CEQA & NEPA

Because the Project has multiple locations, SWCA and CONTRACTOR will evaluate the constraints at each of the sites and evaluate the potential of lumping/splitting the sites for the purposes of CEQA and NEPA clearance. Based on SWCA's knowledge of the proposed Project, it is assumed that an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) will likely be the appropriate CEQA document. SWCA will prepare the IS/MND using County's preferred format as the lead agency. It is also understood that County will be responsible for the public noticing and attendance at any public hearing. SWCA will be responsible for publishing the environmental documents and any document revisions after public review, as well as preparation of the final MND. In the unlikely event that it should become apparent during environmental evaluation that an Environmental Impact Report (EIR) is needed, County will be immediately notified for appropriate action.

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For NEPA, SWCA assumes that the proposed Project would qualify for a Categorical Exemption (CE). As the Federal lead agency, FEMA would be responsible for preparation and submittal of that document. SWCA assumes that no support would be needed for the preparation of the CE.

Task 10 Deliverables:

- Draft & Final BRA, if needed
- Draft & Final ASR
- CHMMP & Final HMMP
- Draft & Final IS/MND

TASK 11 – FINAL HYDROLOGY AND HYDRAULICS

Task 11.1 - Culvert Inspection & Assessment & Reports (WRECO)

WRECO will conduct a field reconnaissance to assess the existing conditions of the culverts and will couple this information with the hydrologic and hydraulic modeling to identify the need for improvements. WRECO will identify potential design constraints and permitting challenges. A summary memorandum will be prepared by documenting the existing conditions of the identified culverts, summary of conditions, hydrologic and hydraulic calculations; and identifying potential alternatives including the preferred design alternative.

Task 11.2 – Detailed Hydrologic Analysis (for 65% Design)

WRECO will update preliminary hydrologic modelling performed in Phase 1A with the latest available data, including survey, available topographic information, as-built plans, and culvert inspections, provided by County and the Project Team. WRECO will conduct field reconnaissance to assess the existing conditions in the vicinity of the project site. WRECO will identify potential design constraints and permitting challenges.

WRECO will perform hydrologic analyses using one (1) or two (2) of the following methods:

- the USGS Regional Regression Method;
- the Unit Hydrograph Method for larger watersheds (larger than approximately 0.5 mi²); and/or
- the Rational Method for smaller watersheds (smaller than approximately 0.5 mi²).

WRECO will identify the appropriate design storm for the roadway drainage system and base flood (100-year flood).

Task 11.3 – Detailed Hydraulic and Scour Evaluations (for 65% Design)

WRECO will perform final hydraulic analysis for the proposed drainage improvements and recommend necessary bank protection and scour countermeasures. WRECO will coordinate with the Project Team and County to obtain the surveyed cross sections and roadway profile for setting up the hydraulic model.

Task 11.4 – Hydrologic and Hydraulic Report (for 65% Design)

WRECO will summarize the hydrologic and hydraulic data and WRECO's design recommendations for the proposed storm damage repair site in a technical memorandum.

Task 11.5 - Erosion Control Recommendations

WRECO will review the site conditions, geologic information, site topography, and proposed geometric improvements in consideration of the design and maintenance of slope stabilization and erosion control. Using appropriate design measures, WRECO will provide input on the development

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preliminary erosion control designs for incorporation into the final design package. The proposed features will be identified while considering the steep grade and slope erodibility as well as the remote location.

Task 11 Deliverables:

- Field Inspection of all Culverts between MP 2.5 and MP 7.0 (minimum of fourteen (14) culverts)
- Culvert Inspection Memo (WRECO)
- Final Hydrologic and Hydraulic Report
- Markups on Draft and Final Erosion Control Plans

TASK 12 – UTILITY CONFLICT COORDINATION

CONTRACTOR will work with each utility company to identify utility conflicts within the Project footprint using the Caltrans LAPM Chapter 13, ROW:

- *Utility Conflicts Exhibit:* Existing utilities will be evaluated for conflict with proposed construction. Conflict exhibits will be prepared by CONTRACTOR and provided to the utility companies as part of the Utility “B” letters process. If utilities are found to be in conflict each utility company a liability determination letter will be requested to establish occupations rights.

Task 12 Deliverables:

- Utility B Letters
- Utility Meetings (one (1) by teleconference and one (1) in-person)

TASK 13 – FINAL GEOTECHNICAL REPORT

Task 13.1 – Prepare Final Geotechnical Report (Parikh)

Parikh will prepare detail memo/report including design recommendations for the wall foundation, drilled vertical pile design, lateral loads, preliminary tieback lengths/diameter and loads, forces and design recommendations, relevant geotechnical input for alternative repair methods, and incorporating review comments from the design team and County. Final tie back design (length and diameter) should be based on performance specifications as per Caltrans standards. The report will discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information related to Caltrans Seismic Design Criteria (SDC v. 2.0) including ARS information shall be provided. The Log of Test Borings will be prepared in 11x17 (Caltrans) format.

Task 13.1 Deliverables (Parikh):

- Final Geotechnical Report (Sites 3, 4, 5, 6, and 7)
- Final Log of Test Borings (11x17)

Task 13.2 – Final Geotechnical Report (WRECO)

WRECO will revise the Draft Geotechnical Report based on the comments provided by County and the Project Team and add specific design recommendations for the selected repair. In addition to the items provided in the Draft Geotechnical Report, the following additional items will be provided for the selected repair type:

- A liquefaction evaluation of the identified site soils with mitigation measures provided (if required).
- Slope stability analysis (if required).
- An engineering soil profile of the project site to aid in the design of the proposed foundations/repairs.

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- Recommendations for construction of the recommended repair option such as spread footing, pile, drainage, construction, grading, rock excavation, and clearing and grubbing requirements.
- Provide pavement section for repaired roadway segments.
- Contract Standard Special Provision (SSP) language for inclusion in the contract documents to better identify and quantify the foundation construction risk.

Task 13.2 Deliverables (WRECO):

- Final Geotechnical Report (Sites 9, 11, 12, and 13)

TASK 14 – SIXTY FIVE PERCENT (65%) DESIGN TO SUPPORT ENVIRONMENTAL DOCUMENT

Task 14.1 - Storm Damage, Roadway, and Drainage Design

After County has approved an alternative, CONTRACTOR will design the structural repair solution using Load Resistance Factor Design following the Association of State Highway Transportation Officials’ (AASHTO) “Load and Resistance Factor Design (LRFD) Bridge Design Specifications” with the California Amendments. The walls will be soldier pile/lagging (with ground anchors) and/or soil nail wall systems. Smaller slides can be repaired with rock slope protection, gabion baskets, soil nailed wire mesh, etc.

CONTRACTOR will develop roadway and drainage design in accordance with applicable County Standards, AASHTO’s “A Policy on Geometric Design of Highways and Streets”, and Caltrans “Highway Design Manual and Local Standards”. CONTRACTOR will develop detour signing, temporary roadway closure, temporary water pollution control, erosion control, contour grading, and pavement delineation plans per applicable standards. This task will provide sixty five percent (65%) complete design calculations, a sixty five percent (65%) engineer’s estimate, and an index of Caltrans technical special provisions to be used.

Task 14.2 – SIXTY FIVE PERCENT (65%) Project Plans (Unchecked Details)

CONTRACTOR assumes that up to two (2) PS&E Project bundles will be prepared, depending upon funding and prioritization. Plan sheets will be prepared in English units and will be consistent with County Standards. CONTRACTOR will perform a plan consistency review prior to submitting to County. Plans will be developed using AutoCAD Civil 3D 2019 or later. All plans will be signed by the Civil Engineer (registered in the State of California) in responsible charge of the design, in accordance with the Caltrans LAPM. The following plan sheets are anticipated for each site; the actual number of sheets will vary depending on the site and the final structure type selected:

Priority 1 Storm Damage PS&E Bundle (Sites 1, 2, 4, 5, 7, 8, 10, and 11) (Wood Rodgers and CONTRACTOR)		
Roadway Sheets	Structure Sheets	Drainage Sheets
Title Sheet	General Plan (8 total)	
Typical Cross Section (8 total)	Foundation Plan (8 total)	Erosion Control Plan (8 total)
Layout (8 total)	Soldier Pile/Soil Nail Data Table Sheet (8 total)	Drainage Inlet/Culvert Details (8 total)
Contour Grading (8 total)	Typical Structure Details (1-3 sheets per site) (13 total)	Construction Details (Rock Slope Protection) (8 Total)

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Quantities Sheet (8 total)	Log of Test Borings (8 total)	Underdrain Details (8 total)
33 sheets	45 sheets	32 sheets

Priority 2 Storm Damage PS&E Bundle (Sites 3, 6, 9, 12, 13) (CONTRACTOR Only)		
Roadway Sheets	Structure Sheets	Drainage Sheets
Title Sheet	General Plan (5 total)	
Typical Cross Section (5 total)	Foundation Plan (5 total)	Erosion Control Plan (5 total)
Layout (5 total)	Soldier Pile / Soil Nail Data Table Sheet (5 total)	Drainage Inlet/Culvert Details (5 total)
Contour Grading (5 total)	Typical Structure Details (1-3 sheets per site) (10 total)	Construction Details (Rock Slope Protection) (5 total)
Quantities Sheet (5 total)	Log of Test Borings (5 total)	Underdrain Details (5 total)
21 sheets	30 sheets	20 sheets

Priority 3 Corridor Wide Drainage PS&E Bundle (14 Culvert Sites) (CONTRACTOR Only)	
Roadway Sheets	Drainage Sheets
Title Sheet	Erosion Control Plan (14 total)
Layout and Typical Section (14 total)	Drainage Inlet/Culvert Details (14 total)
Contour Grading (7 total)	Construction Details (Rock Slope Protection) (7 total)
Quantities Sheet (2 total)	
24 sheets	35 sheets

Sixty five percent (65%) Project Plans will be submitted to County for review.

Task 14 Deliverables:

- Draft and Final Type Selection Memoranda
- Sixty percent (60%) plans (11x17 PDF)
- Written Responses to sixty percent (60%) Comments

TASK 15 – PRELIMINARY ROW SERVICES**Task 15.1 – Preliminary ROW Mapping**

CONTRACTOR will coordinate with County to assess ROW impacts at the site. CONTRACTOR will delineate the existing prescribed ROW lines and proposed permanent easements and/or temporary construction easements based on the Project footprint and anticipated required staging areas. This exhibit will be consistent with the typical standard layout used by Caltrans for property acquisition exhibits. The exhibit will include such information as Assessor's Parcel Number (APN) number, owner's name, gross acreage, and easement acreage and will show the approximate property line of parcel in question and the proposed easement locations plotted over the aerial photograph. County will

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review and approve the proposed limits which will be used to update the Project ROW cost estimate.

Task 15.2 - ROW Cost Estimates and Data Sheets

Monument (CONTRACTOR's subcontractor for ROW Services) will prepare a ROW estimate and Caltrans ROW Data Sheets for each site under consideration. Monument will take an inventory of the affected properties for each selected option and using public Assessor's Roll information, Monument will investigate the ownership, lot size, and building size of each affected property. Monument will visually inspect each property (exterior street view) and evaluate effects of proposed acquisition. A list of all businesses on each property and the approximate space they occupy will be included. Each property will be sorted into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.

An estimate of the probable cost of each full property acquisition will be prepared or the cost of each partial acquisition (plus damages) will be prepared using the data sets created and utilizing our various real estate value data bases. An estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property will be prepared. An estimate of the immovable fixtures and equipment associated with each business property and the total probable loss of business goodwill attributable to each operating business will be prepared. An estimate of the inspection and demolition costs associated with delivering each cleared site and an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services) will be prepared.

The scope of services will be performed and delivered in the form of a report containing a textual description of the Project areas studied, a summary of total probable costs of the study area itemized by major component and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs. If the acquisition program is to be phased or determined to be implemented at a future date, formulized spreadsheets will be created which apply the appropriate cost escalation factors to reflect the projected schedule. The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the ROW Data Sheets, or another format required by the Project.

Task 15 Deliverables:

- Draft ROW Needs Mapping (Permanent Take and Temporary Construction Easement (TCE))
- ROW Cost Estimate and Data Sheets (ROW Capital and Support Costs)

PHASE 2 – FINAL DESIGN AND PERMITTING**TASK 16 – PROJECT MANAGEMENT SERVICES (PHASE 2)****Task 16.1 – Project Management and Maintain Project Schedule (Phase 2)**

CONTRACTOR's PM will coordinate with team members to monitor progress, adhere to the project schedule, determine that proper resources are assigned to the Project, and to communicate regularly with County staff. Monthly invoices will be reviewed and sent to County with a progress report on that month's work. On a monthly basis, as applicable, CONTRACTOR and its subcontractors will provide County with invoices and progress reports for the Project. CONTRACTOR will maintain a risk register and implement a risk management plan to identify actions which pose significant risks to schedule, funding, quality and liability will be communicated frequently with County. CONTRACTOR will update the Microsoft Project schedule showing each task, start and end dates, and task duration.

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Task 16.2 – Project Team Meetings (Phase 2)

CONTRACTOR assumes bi-monthly phone conference meetings to confirm that the Project Team is on schedule and task. In addition to phone meetings, CONTRACTOR plans on up to one (1) in-person meeting during Phase 2 of the Project. CONTRACTOR will prepare meeting agenda, coordinate meeting scheduling, and distribute meeting notes and action items to attendees.

Task 16.3 - Public Meetings #2 (Phase 2)

CONTRACTOR will prepare for and attend one (1) public meeting with County to provide updates to the interested parties and stakeholders during Phase 2. This second meeting would be prior to the development of the Final PS&E. Up to two (2) team members will be present depending on items to be discussed. CONTRACTOR will provide up to four (4) exhibits in electronic format.

Task 16.4 – Coordination with Public Agencies, County, and FEMA (Phase 2)

It is understood that County is seeking Project funding through FEMA. CONTRACTOR will assist County to provide information required for the application/approval of FEMA funding for the restoration of the Project. This consists of ninety five percent (95%) plans, applicable specifications, and an estimate of Project costs. CONTRACTOR will also assist County with any revisions that may be necessary to receive additional approval or allocations for each phase of the Project, and keep County informed of upcoming documentation requirements.

CONTRACTOR will coordinate with County regarding issues affecting the final design such as ROW, environmental, economic and safety issues, construction duration, drainage, utilities, and anticipated design exceptions (if any).

Task 16.5 – Public Information Office Support Services (Phase 2)

CONTRACTOR will coordinate with County's Public Information Office regarding any important health and safety information about the Project needing to be broadcast to the public. If necessary, CONTRACTOR can assist County with drafting press releases and preparing for media interviews regarding the Project.

Task 16 Deliverables:

- Prepare for and Attend One (1) Public Meeting
- Four (4) Phone Meetings
- One (1) In-person Meeting
- FEMA Documentation Support
- Draft press release, interview preparation

TASK 17 – FINAL DESIGN ENGINEERING/PS&E DEVELOPMENT

Task 17.1 – Independent Design Check

After the sixty percent (60%) plans have been submitted and returned to CONTRACTOR with County comment, an independent check will commence by engineers not yet involved in the Project. The independent checker will be a registered professional engineer in the State of California. A CONTRACTOR checker will check CONTRACTOR developed plans and a Wood Rodgers checker will check Wood Rodgers developed plans. A separate set of independent check calculations will be prepared. Comments will be made on the plans and design and will be submitted to design engineer for review. The designers and checkers will come to agreement on any discrepancies. CONTRACTOR will incorporate check comments and all County comments and submit responses in writing.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**Task 17.2 – Construction Quantities & Estimate**

CONTRACTOR will prepare quantity take-offs and a detailed construction cost estimate. The estimate will be comprised of unit prices placed on detailed quantity calculations consistent with Caltrans LAPM Chapter 11, Design Guidance, and other applicable guidelines. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans database information along with prices from Caltrans latest Construction Cost Manual. CONTRACTOR will incorporate Wood Rodgers' structure cost estimates per site into the Project cost estimate. Unit cost discrepancies and inconsistencies will be resolved prior to submitting to County.

Task 17.3 – Draft Specifications

CONTRACTOR will develop Draft Technical Special Provisions based on 2018 Caltrans Standard Specifications and Caltrans SSP. Wood Rodgers will prepare technical special provisions for their portion of design and CONTRACTOR will combine technical special provisions for each PS&E package for County review. Project specifications will be developed including Special Provisions based on 2018 Caltrans SSP and County-provided boilerplate specifications. County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. CONTRACTOR will combine the Special Provisions, Notice to Bidders and Agreement Sections. An electronic copy of the specifications will be prepared for County's review.

CONTRACTOR will develop a contract item list and prepare a Draft Notice to Contractors and Special Provisions for three (3) construction contracts. The technical special provisions required for construction of the projects will utilize Current State Standard Specifications and Current SSPs. CONTRACTOR will develop three (3) construction schedules to aid in the development of the working days estimate for the Project specifications. The construction schedules will be developed in Microsoft Project in Gannt Chart format. CONTRACTOR will provide County with draft version of the construction schedules for review and comment. The final construction schedules will be included in the Resident Engineer (RE) pending file.

Task 17.4 – Submittal of 90% (Draft) PS&E

CONTRACTOR will provide a Quality Assurance (QA)/Quality Control (QC) and constructability review by an independent senior level engineer. After all QA/QC comments and 60% County plan comments have been incorporated, the Draft PS&E along with design, check, and quantity calculations will be submitted to County for their review. CONTRACTOR will setup a meeting to discuss the PS&E, design decisions and areas of focus for County review.

Task 17.5 – Final (Expedite) PS&E

Upon receiving review comments from County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved via telephone, as necessary. The technical special provisions will be revised based on County and QA/QC review comments. Appropriate modifications will be made to the plans and estimate. All plans will be signed by the Civil Engineer (registered in the State of California) in responsible charge of the design. The final PS&E documents from this task will be used for the bid, award, and construction phases of the Project.

Task 17 Deliverables:

- Ninety percent (90%) Plans (11x17 PDF)
- Ninety percent (90%) Quantities and Estimate (8.5x11 PDF)
- Draft Specifications (Microsoft Word and PDF)
- Written Responses to ninety percent (90%) Comments

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- Design, Independent Check Calculations
- One hundred percent (100%) PS&E

TASK 18 - PERMIT SUPPORT

Implementation of this Project will require permits/agreements from USACE, CDFW, RWQCB and CCC. Permit support under this task is limited to these agencies. However, due to the Federal funding associated with the Project, it is important to note that FEMA (Federal lead) will need to conduct Section 7 Endangered Species Act (ESA) consultations with the USFWS and NOAA. Coordination with the Los Padres National Forest – United States Department of Agriculture Forest Service will also be necessary. While these efforts are generally regarded as part of the permitting effort, support during these Federal consultations is described under Section 6.3.2.2 – Consultation with Regulatory Agencies, in Request for Proposals (RFP) #10766.

For a project with multiple locations such as this Project, SWCA, CONTRACTOR (and Wood Rodgers, as applicable) will evaluate the constraints at each of the sites and evaluate the potential of lumping/splitting the sites for the purposes of agency permitting. Generally, all regulatory agencies (USACE, RWQCB, CDFW) permit each water crossing as a separate project; however, the agencies such as USACE can permit multiple crossings under one (1) permit provided that the project falls within the applicable permit's eligibility criteria. The following CDFW Lake and Streambed Alteration Guidance describes CDFW's approach to permitting a project with multiple crossings:

...the construction of three bridges and two culverts across a stream at five different locations would not constitute one project, but instead would constitute five projects, even if each structure were to provide access to a common development site or were physically connected to each other by a road.

USACE provides the following guidance under Nationwide Permit 14 (NWP 14), Linear Transportation Projects, with multiple crossings:

For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization.

Based on the agencies guidance and CONTRACTOR's experience permitting past projects with multiple crossings, CONTRACTOR's proposed scope of services and cost estimate assumes that additional project fees would be needed from CDFW since they would evaluate each location that affects their jurisdiction as a separate project. It has been CONTRACTOR's experience that one (1) application can be prepared but there are separate costs associated with each project location. Because every project (or crossing) can have different permitting scenarios and the various project elements that may need permitting could be constructed in different phases, CONTRACTOR anticipates that the actual number of permit application packages, or project costs, will be dictated by the sixty five percent (65%) plan set, project phasing, and agency coordination.

To facilitate the permitting process, SWCA will prepare signature-ready application packages following completion of the technical studies. SWCA will not submit the permit packages until completion of environmental review (anticipated to include a NEPA Categorical Exclusion [CE]/CEQA MND). Once environmental review has been completed, all supporting documents will be submitted to the agencies to supplement the application packages. SWCA will be available to

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facilitate the submittal of the packages to the agencies and support negotiations with County. CONTRACTOR assumes that County will provide direct payment to the applicable resource agencies for their associated permit fees.

Task 18 Deliverables:

- Permit Applications for USACE, RWQCB, CDFW, and CCC

TASK 19 – FINAL UTILITY COORDINATION

CONTRACTOR will support County to work with each utility company to relocate each utility within the project footprint in conflict with the project using the Caltrans LAPM Chapter 13, ROW:

- *Coordination:* As a follow-up to providing conflict exhibits to the impacted utility companies, CONTRACTOR will make two (2) follow up contacts via phone and email to coordinate aspects of project utility impacts with the utility companies and keep County apprised of progress. In addition, CONTRACTOR will maintain a utility progress log. CONTRACTOR will hold a utility field meeting with owners on site to coordinate any conflicts. CONTRACTOR will coordinate progress of relocation prior to construction.
- *Utility Agreements:* CONTRACTOR assumes that utilities will not have prior rights and will be relocated at the owner's expense. Development of Reports of Investigation, Notices to Owners and Utility Agreements are not anticipated to be needed.

Task 19 Deliverables:

- Utility Meetings (two (2) by teleconference, and one (1) in-person)

TASK 20 – ROW SUPPORT SERVICES**Task 20.1 – Final ROW Mapping (CONTRACTOR)**

CONTRACTOR will prepare a final ROW exhibit based on the preliminary ROW exhibit developed previously. The final exhibit will incorporate any changes to the existing and proposed easement boundaries and include identification of any fee acquisitions, permanent or temporary easement, driveway conforms, and rights-of-entry (permission to enter and construct). Exhibits would be used to develop plat maps and legal descriptions, to be developed by Whitson.

Task 20.2 - Boundary Surveying, Plat Maps and Legal Descriptions (Whitson)

Whitson will compile record boundary, ROW, and ownership records for sties 4, 5, 12, and 13. Whitson will densify the existing horizontal control network as needed to traverse to and make field ties to monumentation of record, as needed to position the lines of record on the topographic survey. Note: this will not constitute a complete boundary survey of any of the involved parcels. The goal will be to present a reasonable portrayal of the relationship between the existing road and or record ROW and the adjoining parcels.

Whitson will prepare up to four (4) legal descriptions for permanent ROW take and prepare plats to accompany legal descriptions.

Assumptions:

- Whitson will be provided a key for County lock on the road closure gate.
- Whitson assumes that the upper portion of Palo Colorado Road will remain passable by vehicle for the duration of the survey.
- Whitson's initial search of public records indicates that most of Palo Colorado Road through the area of this survey was never dedicated. Therefore, some legal descriptions may be

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- controlled by the existing travelled road.
- Any agreements for access with adjoining landowners will be coordinated by County.

The following work is specifically excluded from this task:

- Preparation of Record of Survey or other recorded map.
- Facilitation of any agreements between adjoining landowners and County, other than preparing legal descriptions and plats.
- Preparation of Grant Deeds or instruments of conveyance.
- Any work not specifically included in the task above.

Task 20.3 - Appraisal and Acquisition Support Services (Optional Task)

It is understood that County plans to contract with a separate consultant for ROW appraisals and acquisition services. CONTRACTOR has included Monument on CONTRACTOR's team in case these services are requested as part of this Agreement. If requested, CONTRACTOR and Monument would develop and submit a scope of services and costs to provide these services.

Task 20 Deliverables:

- Final ROW Needs Mapping (Permanent Take and TCE)
- Title Reports (up to four [4]) (Whitson)
- Plat Maps and Legal Descriptions for four (4) sites (Whitson)

TASK 21 – DESIGN SUPPORT DURING CONSTRUCTION

The work outlined in this task will be performed by CONTRACTOR and Wood Rodgers. Subtasks below will refer to both CONTRACTOR and Wood Rodgers as Consultant.

Task 21.1 – Bidding Assistance & Prepare Resident Engineer (RE) Pending File

The individuals who were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to County to obtain bids. When the construction bids are opened, Consultant will be available to provide analysis and recommendations concerning award of the construction contract. This includes the RE Pending File which will contain designer notes to construction inspectors, foundation reports, quantity take-off calculations, and other pertinent structural information. This work will be performed on a time and materials basis and CONTRACTOR assumes 48 hours which may need to be reevaluated after Type Selection.

Task 21.2 – Pre-Construction Meeting

Consultant will attend one (1) pre-construction meeting with County to discuss features of the Project construction with the selected construction contractor.

Task 21.3 – Construction Support

After award of the construction contract, Consultant will be available to continue providing services such as reviewing contractor submittals, reviewing shop plans, reviewing temporary shoring plans and calculations, preparing and/or reviewing change orders, and making other field observations, at the RE's or County's request. The work for this task assumes the following level of effort:

- Responses to Requests for Information (RFIs): CONTRACTOR – 60 hours maximum, Wood Rodgers - Assume ten (10) RFIs maximum
- Assistance with Preparation of Contract Change Orders (CCOs): CONTRACTOR – 36 hours maximum, Wood Rodgers - Assume three (3) CCOs maximum

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Wood Rodgers Review of Submittals is limited to concrete mix designs, pilings, lagging, soil anchors, and soil nails (Assume six [6] different Submittals maximum).
- CONTRACTOR Review of Submittals – 40 hours maximum
- On-site Retaining Wall Construction Inspections: CONTRACTOR – four (4) Trips, 40 hours maximum, Wood Rodgers - Assume two (2) Trips

Task 21.4 – Prepare Record (As-Built) Drawings

When construction is completed, Consultant shall prepare Record Drawings (as-builts) for County's files. These as-builts will be based on information clearly marked on a set of construction plans prepared by the Construction Inspector/RE. It is necessary that complete, accurate, and legible, red-marked construction plans be provided by the Construction Inspector/RE upon completion of the retaining wall construction. This work will be performed on a time and materials basis and CONTRACTOR assumes 72 hours for eight (8) structures and roadway/drainage plans. This assumption may need to be reevaluated after Type Selection.

Task 21 Deliverables:

- Prepare RE Pending File
- Bidding Assistance
- Preconstruction Meeting
- Responses to RFIs
- Review & Respond to Construction Submittals
- Assist with CCOs
- As-Built Drawings

*For as-built drawings, CONTRACTOR will incorporate structure plan sheets record drawings from Wood Rodgers into a single deliverable to County.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$1,605,000**, 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 according to the Cost Proposal included in Exhibit B – Federal Provisions of this Agreement 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 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 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWWP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to PWWP Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

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.

C. PROJECT SCHEDULE

CONTRACTOR's proposed schedule for the Project is included in the following pages.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Task Name	Duration	Start	End	Predecessors	Start 1,000	Start 2,000	Start 3,000	Start 4,000	Start 5,000	Start 6,000	Start 7,000	Start 8,000	Start 9,000	Start 10,000
1	Project Kick-off Meeting	1 day	08/03/21	08/03/21											
2	County Public Works	1 day	08/03/21	08/03/21											
3	Selection of Consultant from County	3 days	08/03/21	08/06/21											
4	Contract Agreement - Gateway Home Health Scope and Cost	3 days	08/03/21	08/06/21											
5	County Approves Scope of Work and Plan	3 days	08/03/21	08/06/21											
6	Prepare for RFP Agreement	3 days	08/03/21	08/06/21											
7	County RFP Approval	3 days	08/03/21	08/06/21											
8	Public Works Approval	3 days	08/03/21	08/06/21											
9	Final Design	3 days	08/03/21	08/06/21											
10	Final Design	3 days	08/03/21	08/06/21											
11	Final Design	3 days	08/03/21	08/06/21											
12	Final Design	3 days	08/03/21	08/06/21											
13	Final Design	3 days	08/03/21	08/06/21											
14	Final Design	3 days	08/03/21	08/06/21											
15	Final Design	3 days	08/03/21	08/06/21											
16	Final Design	3 days	08/03/21	08/06/21											
17	Final Design	3 days	08/03/21	08/06/21											
18	Final Design	3 days	08/03/21	08/06/21											
19	Final Design	3 days	08/03/21	08/06/21											
20	Final Design	3 days	08/03/21	08/06/21											
21	Final Design	3 days	08/03/21	08/06/21											
22	Final Design	3 days	08/03/21	08/06/21											
23	Final Design	3 days	08/03/21	08/06/21											
24	Final Design	3 days	08/03/21	08/06/21											
25	Final Design	3 days	08/03/21	08/06/21											
26	Final Design	3 days	08/03/21	08/06/21											
27	Final Design	3 days	08/03/21	08/06/21											
28	Final Design	3 days	08/03/21	08/06/21											
29	Final Design	3 days	08/03/21	08/06/21											
30	Final Design	3 days	08/03/21	08/06/21											
31	Final Design	3 days	08/03/21	08/06/21											
32	Final Design	3 days	08/03/21	08/06/21											
33	Final Design	3 days	08/03/21	08/06/21											
34	Final Design	3 days	08/03/21	08/06/21											
35	Final Design	3 days	08/03/21	08/06/21											
36	Final Design	3 days	08/03/21	08/06/21											
37	Final Design	3 days	08/03/21	08/06/21											
38	Final Design	3 days	08/03/21	08/06/21											
39	Final Design	3 days	08/03/21	08/06/21											
40	Final Design	3 days	08/03/21	08/06/21											
41	Final Design	3 days	08/03/21	08/06/21											
42	Final Design	3 days	08/03/21	08/06/21											
43	Final Design	3 days	08/03/21	08/06/21											
44	Final Design	3 days	08/03/21	08/06/21											
45	Final Design	3 days	08/03/21	08/06/21											
46	Final Design	3 days	08/03/21	08/06/21											
47	Final Design	3 days	08/03/21	08/06/21											
48	Final Design	3 days	08/03/21	08/06/21											
49	Final Design	3 days	08/03/21	08/06/21											
50	Final Design	3 days	08/03/21	08/06/21											
51	Final Design	3 days	08/03/21	08/06/21											
52	Final Design	3 days	08/03/21	08/06/21											
53	Final Design	3 days	08/03/21	08/06/21											
54	Final Design	3 days	08/03/21	08/06/21											
55	Final Design	3 days	08/03/21	08/06/21											
56	Final Design	3 days	08/03/21	08/06/21											
57	Final Design	3 days	08/03/21	08/06/21											

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Palo Colorado Street Drainage Repair				Jan 1, 2011	Jan 4, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016	Jan 1, 2017
Item #	Unit	Description	Quantity	Start	End	Start	End	Start	End	Start	End
10	1 wk	Prepare and submit final report	1	Mon 1/24/11	Mon 1/24/11						
11	2 wk	County Meeting	2	Tue 1/25/11	Tue 1/25/11						
12	4 wk	RDMA Review and Approval	4	Mon 1/24/11	Mon 1/24/11						
13	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
14	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
15	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
16	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
17	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
18	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
19	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
20	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
21	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
22	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
23	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
24	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
25	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
26	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
27	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
28	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
29	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
30	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
31	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
32	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
33	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
34	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
35	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
36	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
37	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
38	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
39	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
40	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
41	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
42	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
43	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
44	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
45	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
46	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
47	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
48	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
49	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
50	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
51	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
52	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
53	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
54	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
55	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
56	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
57	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
58	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
59	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
60	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
61	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
62	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
63	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
64	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
65	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
66	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
67	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
68	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
69	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
70	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
71	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
72	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
73	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
74	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
75	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
76	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
77	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
78	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
79	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
80	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
81	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
82	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
83	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
84	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
85	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
86	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
87	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
88	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
89	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
90	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
91	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
92	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
93	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
94	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
95	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
96	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
97	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
98	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
99	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						
100	1 wk	RDMA Review and Approval	1	Mon 1/24/11	Mon 1/24/11						

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Description	Quantity	Unit	Start	End	Estimate	MP 4.0	MP 5.0	MP 6.0	MP 7.0	MP 8.0
101	1.1 - Preliminary Engineering Services	3 wks		Mon 07/09/12	Thu 07/12/12	114					
102	1.2 - Roadway Engineering & Survey Subcontract	2 wks		Mon 07/09/12	Thu 07/09/12	119					
103	1.3 - Hydrological and Hydraulic Report	2 wks		Mon 07/09/12	Thu 07/09/12	118					
104	1.4 - Section Cost Estimate	2 wks		Mon 07/09/12	Thu 07/09/12	120					
105	1.5 - Preliminary Permit-Of-Way Services	20 days		Mon 07/09/12	Thu 07/09/12	121,122					
106	1.6 - Preliminary Right-of-Way Survey	3 wks		Mon 07/09/12	Thu 07/09/12	123,124					
107	1.7 - Right of Way-Subcontract	2 wks		Mon 07/09/12	Thu 07/09/12	125					
108	2.0 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	126					
109	2.1 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	127					
110	2.2 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	128					
111	2.3 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	129					
112	2.4 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	130					
113	2.5 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	131					
114	2.6 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	132					
115	2.7 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	133					
116	2.8 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	134					
117	2.9 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	135					
118	2.10 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	136					
119	2.11 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	137					
120	2.12 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	138					
121	2.13 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	139					
122	2.14 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	140					
123	2.15 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	141					
124	2.16 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	142					
125	2.17 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	143					
126	2.18 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	144					
127	2.19 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	145					
128	2.20 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	146					
129	2.21 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	147					
130	2.22 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	148					
131	2.23 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	149					
132	2.24 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	150					
133	2.25 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	151					
134	2.26 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	152					
135	2.27 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	153					
136	2.28 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	154					
137	2.29 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	155					
138	2.30 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	156					
139	2.31 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	157					
140	2.32 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	158					
141	2.33 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	159					
142	2.34 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	160					
143	2.35 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	161					
144	2.36 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	162					
145	2.37 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	163					
146	2.38 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	164					
147	2.39 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	165					
148	2.40 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	166					
149	2.41 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	167					
150	2.42 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	168					
151	2.43 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	169					
152	2.44 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	170					
153	2.45 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	171					
154	2.46 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	172					
155	2.47 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	173					
156	2.48 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	174					
157	2.49 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	175					
158	2.50 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	176					
159	2.51 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	177					
160	2.52 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	178					
161	2.53 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	179					
162	2.54 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	180					
163	2.55 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	181					
164	2.56 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	182					
165	2.57 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	183					
166	2.58 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	184					
167	2.59 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	185					
168	2.60 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	186					
169	2.61 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	187					
170	2.62 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	188					
171	2.63 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	189					
172	2.64 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	190					
173	2.65 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	191					
174	2.66 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	192					
175	2.67 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	193					
176	2.68 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	194					
177	2.69 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	195					
178	2.70 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	196					
179	2.71 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	197					
180	2.72 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	198					
181	2.73 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	199					
182	2.74 - Construction Management	10 wks		Mon 07/09/12	Thu 07/09/12	200					

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In compliance with this RFP #10766, which uses Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal Provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR and submitted to COUNTY for approval prior to COUNTY issuing CONTRACTOR with a Notice to Proceed for the Project.

EXHIBIT B – FEDERAL PROVISIONS
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Article I - 1 Contact Information

County Project Manager

Name: Victor Gutierrez

Title: Project Manager

Address: 1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Telephone Number: (831) 755-4806

Contractor Project Manager

Name: Robert Ferguson, P.E.

Title: Senior Engineer

Address: 11017 Cobblersrock Drive, Suite 100
Rancho Cordova, California 95670

Telephone Number: (916) 368-9181

Article I - 2 Terms

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

Article II Contractor's Reports or Meetings

The selected option shall apply to this contract:

Option 1 – For standard contracts:

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

Option 2 – For on-call contracts:

- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

Article III Statement of Work

A. CONTRACTOR Services

Not Applicable to this Contract

CONTRACTOR shall provide services as described in the Scope of Services, Exhibit A. The Scope of Services must include reference to the appropriate standards for design or other standards for work performance and acceptance criteria. The CONTRACTOR/engineer must sign the plans, specifications and estimate (PS&E), furnish engineering data including registration number.

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Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

- B. Right of Way** Not Applicable to this Contract
CONTRACTOR shall provide right of way services as described in the Scope of Services, Exhibit A. The Scope of Services must include Right of Way requirements to be determined and shown by CONTRACTOR, land surveys and computations with metes and bounds descriptions to be made, and Right of Way parcel maps to be furnished.
- C. Surveys** Not Applicable to this Contract
CONTRACTOR shall provide services for surveys as described in the Scope of Services, Exhibit A. The Scope of Services must include CONTRACTOR's responsibility to perform preliminary or construction surveys.
- D. Subsurface Investigations** Not Applicable to this Contract
CONTRACTOR shall provide services for subsurface investigations as described in the Scope of Services, Exhibit A. The Scope of Services must include CONTRACTOR's responsibility to perform subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.
- E. COUNTY Obligations** Not Applicable to this Contract
All data applicable to the project and in possession of COUNTY, another agency, or government agency that are to be made available to CONTRACTOR are referred to in the Contract including any other assistance or services to be furnished to CONTRACTOR. Please refer to Scope of Service, Exhibit ____.
- F. Conferences, Site Visits, Inspection of Work** Not Applicable to this Contract
CONTRACTOR shall provide services for conferences, site visits and inspection work as described in the Scope of Services, Exhibit A. The Scope of Services must include conferences as needed, visits to the site, and inspection of the work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.
- G. Checking Shop Drawings** Not Applicable to this Contract
CONTRACTOR shall provide services for checking shop drawings as described in the Scope of Services, Exhibit A. The Scope of Services must include provisions requiring CONTRACTOR to prepare construction drawings, and check shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the Contract fee.

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- H. **CONTRACTOR Services During Construction** Not Applicable to this Contract
 CONTRACTOR shall provide services during construction as described in the Scope of Services, Exhibit A. The Scope of Services by CONTRACTOR during construction such as material testing, construction surveys, design support, environmental support etc., are specified in the CONTRACT together with the method of payment for such services.
- I. **Documentation and Schedules** Not Applicable to this Contract
 CONTRACTOR shall provide services for documentation and schedule as described in the Scope of Services, Exhibit A. CONTRACTOR must document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.
- J. **Deliverables and Number of Copies** Not Applicable to this Contract
 CONTRACTOR shall provide services for the number of copies or documents to be furnished as described in the Scope of Services, Exhibit A such as reports, brochures, sets of plans, specifications, or specified Right of Way parcel maps. Please refer to Scope of Services, Exhibit A on payment provisions for additional copies.

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (4/1/2021), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (04/1/2024), unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H1, Exhibit 10-H2 and Exhibit 10-H3 in fillable format can be downloaded at the following website:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10h.pdf>

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Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H1 Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" shall not be exceeded, unless authorized by contract amendment.
- B. The indirect cost rate established for this contract is extended through the duration of this specific contract. CONTRACTOR's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or contract award.
- C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of

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Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$ 1,605,000.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 – Cost per Unit of Work (Use Exhibit 10-H3 Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$ _____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable with radio and flashing yellow light (if needed), as specified in Article II - 2 of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment _____.

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to

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accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division
- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$_____.
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- K. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 3 – Specific Rates of Compensation (Use Exhibit 10-H2 Cost Proposal Format)

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- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs approved Cost Proposal (Attachment _____). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract. Contractor will be reimbursed within forty-five (45) calendar days upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved cost proposal and identified in the approved cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of TaskOrders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (\$ _____) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR'S approved Cost Proposal.
- CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the contract.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of a contract amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

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- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or terms) of this Agreement and nor to exceed the scope of work under this contract.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$_____. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 4 – Lump Sum (Use Exhibit 10-H1 Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or

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the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$_____.
 - F. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Article VI Termination (Verbatim)**
- A. This contract may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of COUNTY.
 - B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of

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- such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.
 - D. COUNTY may temporarily suspend this contract, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
 - E. Notwithstanding any provisions of this contract, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time as exact amount of damage, if any, due COUNTY from CONTRACTOR is determined.
 - F. In the event of termination, CONTRACTOR shall be compensated as provided for in this contract, except as provided in Section 11C. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of COUNTY.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 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 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

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Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties, including the CONTRACTOR's Independent CPA, shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, Caltrans Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis for Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent certified public accountants (CPA) work papers that are pertinent to the contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitations. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract 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 contract.

For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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 contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager 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 contract 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, state, COUNTY or local governments have access to CPA work papers, will be considered

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a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. **CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (A&I). Caltrans A&I, 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 contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.**
1. **During a Caltrans' A&I review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans A&I 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 Caltrans A&I 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 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 A&I. 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 provisional rate will be seventy-five percent (75%) of the proposed rate.**
 2. **If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I 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. Caltrans A&I 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 Section E, or if Caltrans A&I 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**

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rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjust the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of COUNTY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The accepted ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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- C. Any equipment purchased with funds provided under the terms of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

- Option 1 – For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or Subcontractor may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this contract, including any subsequent amendments.
- E. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this contract are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer

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(http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

F. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

G. Payroll Records

1. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract

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Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) calendar day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

H. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

I. **Penalty**

1. The CONTRACTOR and any of its Subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not

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excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.

4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.

d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

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J. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

K. Employment of Apprentices

1. Where either the prime contract or the subcontract exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the contract work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

Article XIII Conflict of Interest (Verbatim)

- A. During the term of contract, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this contract. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this contract.

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CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

- C. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

- E. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- F. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Option 2 – Construction Contract Administration contracts

- G. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- H. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- I. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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**Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying
(Verbatim)**

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.**
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance (Verbatim)

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.**
- B. During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and**

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veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, Section 8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- G. The Contractor, with regard to the work performed under this contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The Contractor, shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.

Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

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1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate the party to whom exceptions apply, initiating agency, and dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

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Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Contractors who enter into a federally-funded agreement will assist the COUNTY in good faith effort to achieve California’s statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 27%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the contract goal, or by documenting adequate good faith efforts to meet the contract goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The COUNTY, CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- F. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f). If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- G. Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Contractor) pursuant to prior written authorization of the COUNTY’s Contract Administrator.
- H. A DBE is only eligible to be counted toward the contract goal if it performs a Commercially Useful Function (CUF) on the contract. CUF must be evaluated on an agreement by agreement

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basis. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- I. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- J. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- K. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- L. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- M. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- N. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

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Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

Prior to either party commencing any legal action under this contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

The selected option below applies to this contract:

Option 1 – For contracts without PS&E submittal

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and _____, who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than thirty (30) calendar days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

Option 2 – For contracts requiring PS&E submittal, replace paragraph B above with the following:

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

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Article XXIV Safety

- A. **CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.**
- B. **Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.**
- C. **Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.**

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

- D. **CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.**

Article XXV Insurance

The selected option below applies to this contract:

Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

- A. **Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.**
- B. **The Certificate of Insurance will provide:**
 - 1. **That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.**
 - 2. **That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.**
 - 3. **That COUNTY will not be responsible for any premiums or assessments on the policy.**
- C. **CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least**

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thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

- A. It is mutually agreed that all materials prepared by CONTRACTOR under this contract shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, documents, plans, specifications, and estimates, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this contract which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this contract must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- D. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.

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- E. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- F. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- G. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

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- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this Contract are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

The selected paragraph below (B, C, or D) applies to this contract:

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime

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contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the thirty (30) calendar days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-I)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

The Agency has established a DBE goal for this Contract of 12 %

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.

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- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

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1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 2. Click on Search for a DBE Firm link; and
 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

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- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.**
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.**
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.**

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be view and downloaded in fillable format at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

Cost Proposal

Cost Proposal

Project Number: JP		Project Name: Palo Colorado Storm Damage Repair MP 4.0 to 7.5																	Quincy Total Hours		Quincy A/E Budget		Subcontract Budget					
TASKS		Principal Eng.	Senior Eng.	Senior Eng.	Senior Eng.	Senior Eng.	Assoc. Eng.	Assoc. Eng. I	Assoc. Eng. I	Assoc. Eng. I	Assoc. Eng. I	Senior Eng. Tech.	CAD Tech.	Assoc. Eng.	Senior Eng.	PM Asst.	Quincy Total Hours	Quincy A/E Budget	Wood Rodgers	Stovick	Perich	WSECC	Whitman	Monument	Subcontract Budget			
Rate	Initial Heavy Rate	MR	RF	MK	SM	BS	JC	Aha	CH	BH	KW	CP	PK	AM	KG	DA	Actual Labor Multiplier											
Phase 1A - Preliminary Engineering and Environmental Approval		100.00	300.00	174.16	170.20	169.00	148.65	134.88	147.65	132.84	133.15	129.40	128.18	121.25	111.72	116.20	1.000											
1 PROJECT MANAGEMENT SERVICES																	0								\$0			
1.1 Project Management and Maintain Project Schedule	4	40														0		\$9,011							\$0			
1.2 Project Kick Off and Field Walk Meeting	10		10	1	1	1				1	1						28	\$4,709							\$0			
1.3 Project Team Meetings	10		2	10	1	1	1	1	1	1	10						36	\$5,725							\$0			
1.4 Coordination with Public Agencies, County staff, and FEMA				2	2												4	\$766							\$0			
2 Orders of Environmental Commitments																	0	\$0	\$14,803.11						\$14,803			
2.1 Biological Reconnaissance Survey and Initial Focused Botanical Survey						8				32							40	\$4,530							\$0			
2.2 Environmental Commitments and Permitting Strategy Memo		2		4	4												10	\$1,500							\$0			
3 TOPOGRAPHIC SURVEY				2	4												6	\$1,189					\$25,678		\$25,678			
4 GEOTECHNICAL SERVICES		2		8				8	6								26	\$4,074	\$85,920.64	\$25,094.33					\$117,015			
5 PRELIMINARY HYDROLOGIC AND HYDRAULIC DESIGN					6					6							6	\$1,196				\$20,023.73			\$20,024			
6 PRELIMINARY GULVERT INSPECTION AND ASSESSMENT		6	2				40			16							60	\$10,328							\$0			
7 PRELIMINARY DESIGN CIVIL DESIGN & TYPE SELECTION		6	6	30	12			36	48	48	2	24	30				242	\$44,783	\$57,046.99						\$97,040			
8 PRELIMINARY UTILITY COORDINATION					4							24					26	\$3,137							\$0			
Subtotal - Hours	4	80	10	48	62	48	32	87	102	37	26	30	0	8	6	840	\$92,618.88								\$0			
Estimated Salary Increases for Multi-Year Project																		\$8,206								\$0		
Other Direct Costs																		\$1,329.54								\$0		
Total Cost		\$300	\$5,320	\$741	\$3,974	\$3,280	\$2,840	\$5,508	\$2,727	\$5,370	\$1,227	\$1,020	\$2,800	\$0	\$0	\$242	\$39,782	\$93,643.22	\$47,040	\$14,000	\$66,631	\$144,000	\$22,816	\$9,000	\$396,187			



Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**
 Project Name **Palo Colorado Storm Damage Repair MP 4.0 to 7.8**
 Project Phase **1A - Preliminary Engineering and Environmental Approval**
 Project No. **JP** Contract No. **RFP#10766** Date **2/10/2021**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$120	4	\$ 99.00	\$ 396.00
Senior Eng. *	Robert Ferguson	RF	\$50-\$100	80	\$ 66.50	\$ 5,320.00
Senior Eng. *	Maxwell Katt	MK	\$50-\$100	10	\$ 74.10	\$ 741.00
Senior Eng. *	Scott McCauley	SMc	\$50-\$100	48	\$ 70.30	\$ 3,374.40
Senior Eng. *	Bryan Stone	BS	\$50-\$100	53	\$ 62.00	\$ 3,286.00
Assoc Eng. *	Juan Cruz	JCr	\$35-\$65	42	\$ 55.85	\$ 2,345.70
Assist Eng. I	Ashley Hansen	Aha	\$28-\$48	98	\$ 34.65	\$ 3,395.70
Assoc Eng.	Carl Hughes	CH	\$35-\$65	57	\$ 47.85	\$ 2,727.45
Assist Eng. I	Brent Harrison	BH	\$28-\$48	102	\$ 32.64	\$ 3,329.28
Assist Eng. I	Kevin Williams	KW	\$28-\$48	37	\$ 33.15	\$ 1,226.55
Senior Eng. Tech	Craig Polglase	CP	\$33-\$65	24	\$ 62.63	\$ 1,503.12
CAD Tech	Patrick Kenney	PK	\$25-\$40	80	\$ 36.19	\$ 2,895.20
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	0	\$ 61.85	\$ -
Senior Eng. *	Kelly Gallagher	KG	\$50-\$100	0	\$ 81.73	\$ -
PM Asst	Desiree Acol	DA	\$25-\$52	5	\$ 48.35	\$ 241.75
					640	\$ 30,782.15

LABOR COSTS
 a) Subtotal Direct Labor Costs \$30,782.15
 b) Estimated Salary Increases for Multi-Year Project \$0.00 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$30,782.15

INDIRECT COSTS
 d) Fringe Benefits (Rate: 43.02%):
 f) Overhead (Rate: 130.21%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$13,242.48
 g) Overhead [(c) x (f)] \$40,081.44
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$53,323.92

FIXED FEE
 k) Fixed Fee (10.0%): **I) TOTAL FIXED FEE [(c) + (j)] x (k)** \$8,410.61

CONSULTANT'S OTHER DIRECT COSTS (ODC)
 Travel (@ active IRS mileage rate) @ 220 miles one way 1760 miles @ \$0.575 \$1,012.00
 Pier Diem/ Hotel 2 days @ \$150.00 \$300.00
 Delivery 1 @ \$14.54 \$14.54
 Vendor Reproduction
 Newsletters (Translation and printing) @ \$0.00
 Subtotal Vendor Reproduction \$0.00
 Title Report 0 @ \$0.00 \$0.00
 Miscellaneous \$0.00
 m) **TOTAL OTHER DIRECT COSTS** \$1,326.54 \$1,326.54

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)
 Wood Rodgers \$57,648.99
 SWCA \$14,693.11
 Parikh \$86,930.64
 WRECO \$144,008.06
 Whitson \$52,875.98
 Monument \$0.00
\$356,156.78 \$356,156.78

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** \$450,000.00

- NOTES:
 1. Key personnel marked with an asterisk (*).
 2. Employees subject to prevailing wage marked with two asterisks (**).
 3. Anticipated salary increases calculation (Item "b") on attached page.
 4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.23% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.



EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. RFP#10766 Date 2/10/2021
Palo Colorado Storm Damage Repair MP 4.0 to 7.8

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
\$ 30,782.15	640		\$48.10	Year 1 Avg Hourly Rate

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

	Proposed Escalation =		4.0%		
	Avg Hourly Rate		Proposed Escalation		
Year 1	\$48.10	+	4.0%	=	\$50.02
Year 2	\$50.02	+	4.0%	=	\$52.02
Year 3	\$52.02	+	4.0%	=	\$54.10
Year 4	\$54.10	+	4.0%	=	\$56.26
Year 5	\$56.26	+	4.0%	=	\$58.51

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	100.00%	*	640.0	=	640.0	Estimated Hours Year 1
Year 2	0.00%	*	640.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	640.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	640.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	640.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	640.0	

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	\$48.10	*	640	=	\$30,782.15	Estimated Hours Year 1
Year 2	\$50.02	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.02	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$54.10	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$56.26	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$30,782.15	
	Direct Labor Subtotal before Escalation			=	\$30,782.15	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Wood Rodgers, Inc.

Project No. _____

Contract No. Palo Colorado Rd. Repair Project

Date 2/1/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer II	Matt Salvesson	18	\$ 90.00	\$ 1,620.00
Principal Engineer II	Chris Hodge	18	\$ 88.94	\$ 1,600.92
Assoc. Engineer III		36	\$ 70.63	\$ 2,542.68
Assoc. Engineer II		54	\$ 65.50	\$ 3,537.00
Assoc. Engineer I		18	\$ 52.45	\$ 944.10
Engineer III		18	\$ 50.00	\$ 900.00
Engineer II		65	\$ 42.50	\$ 2,762.50
Engineer I		65	\$ 34.00	\$ 2,210.00
CAD Technician III		50	\$ 43.00	\$ 2,150.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 18,267.20

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 18,267.20

INDIRECT COSTS

d) Fringe Benefits (Rate: 54.15%)

e) Total Fringe Benefits [(c) x (d)] \$ 9,891.69

f) Overhead & G&A (Rate: 132.25%)

g) Overhead [(c) x (f)] \$ 24,158.37

h) General & Admin (Rate: 0%)

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

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 34,050.06

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 5,231.73

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction & Printing	TBD	AT COST	LUMP SUM	\$ 100.00
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 100.00

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

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 100.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 57,648.99

NOTES:

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

Project Phase 1A CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Wood Rodgers, Inc.

Project No. _____ Contract No. _____

Date _____

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 Year 1 Avg Hourly Rate
\$ 18,267.20	342	=		

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			0%	=	\$	- Year 2 Avg Hourly Rate
Year 2			0%	=	\$	- Year 3 Avg Hourly Rate
Year 3			0%	=	\$	- Year 4 Avg Hourly Rate
Year 4			0%	=	\$	- 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	20.00%			=	0.0	Estimated Hours Year 1
Year 2	40.00%			=	0.0	Estimated Hours Year 2
Year 3	15.00%			=	0.0	Estimated Hours Year 3
Year 4	15.00%			=	0.0	Estimated Hours Year 4
Year 5	10.00%			=	0.0	Estimated Hours Year 5
Total	100%		Total	=	342.0	

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	\$ -		0	=	\$ -	Estimated Hours Year 1
Year 2	\$ -		0	=	\$ -	Estimated Hours Year 2
Year 3	\$ -		0	=	\$ -	Estimated Hours Year 3
Year 4	\$ -		0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -		0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ -	
Direct Labor Subtotal before Escalation				=	\$ 18,267.20	
Estimated total of Direct Labor Salary Increase				=	\$ -	- Transfer to Page 1

NOTES:

- 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.
- 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).
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

Project Phase 1A

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: Matt Salvesson, PhD, PE

Title *: Principal

Signature: _____



Date of Certification: 2/1/21

Email: msalveson@woodrogers.com

Phone number: (916) 321-4428

Address: 3301 C Street, Building 100B, Sacramento, CA 95831


* 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:

Draft PS&E

Project Phase 1A

Staffing Worksheet
 COMPANY: Wood Rodgers
 PROJECT: County of Monterey - Palo Colorado Rd. Storm Damage Repair Project
 Phase 1a



DESCRIPTION	Personnel	WOOD RODGERS, INC.									TOTAL HOURS
		Principal Engineer II	Principal Engineer II	Assoc. Engineer III	Assoc. Engineer II	Assoc. Engineer I	Engineer III	Engineer II	Engineer I	CAD Tech II	
		M. Salvesson \$90.00	C. Hodge \$88.94	\$70.63	\$65.50	\$52.45	\$50.00	\$42.50	\$34.00	\$43.00	
TASK 1 - 30% - Structure Advance Planning Study Report		18	18	36	54	18	18	65	65	50	342
		18	18	36	54	18	18	65	65	50	
TOTAL HOURS		18	18	36	54	18	18	65	65	50	342

EXHIBIT 10-H 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

Consultant: SWCA, Incorporated Contract No.: _____ Date: 2/2/2021

DIRECT LABOR

Classification/Title	Name	Rate Range	Hours	Initial Actual Hourly Rate	Total
Environmental Specialist XI	Jon Claxton	51.92-70.28	26	\$ 53.31	\$ 1,386.06
Environmental Specialist X	Travis Belt	47.13-54.75	40	\$ 47.32	\$ 1,892.80
Environmental Specialist IX	TBD	43.07-52.88	0	\$	\$ -
Environmental Specialist VIII	TBD	39.53-42.97	0	\$	\$ -
Environmental Specialist VII	TBD	36.06-41.21	0	\$	\$ -
Environmental Specialist VI	TBD	33.10-36.06	0	\$	\$ -
Environmental Specialist V	TBD	29.00-34.00	0	\$	\$ -
Subject Matter Expert	Heather Gibson	61.40-125.00	0	\$ 72.12	\$ -
Cultural Resources Specialist IX	Leroy Laurie	43.69-65.00	8	\$ 45.42	\$ 363.36
Cultural Resources Specialist IX	Paula Carr	43.69-65.00	0	\$ 65.00	\$ -
Cultural Specialist III	TBD	23.00-26.00	0	\$	\$ -
GIS/CADD Specialist VI	Kevin Howen	34.00-36.06	4	\$ 34.00	\$ 136.00
Technical Writer Specialist VI	Jaimie Jones	33.31-35.53	4	\$ 34.20	\$ 136.80
Planning Specialist X	Emily Creel	49.20-50.48	4	\$ 49.20	\$ 196.80
Planning Specialist IX	Jacqueline Markley	43.37-45.19	0	\$ 43.37	\$ -
Planning Specialist VIII	TBD	40.17-45.00	0	\$	\$ -
Planning Specialist VII	TBD	36.96-38.46	0	\$	\$ -
Planning Specialist VI	TBD	34.33-35.93	0	\$	\$ -
Planning Specialist V	TBD	29.93-32.76	0	\$	\$ -
Planning Specialist IV	TBD	27.00-28.84	0	\$	\$ -
Planning Specialist III	TBD	23.18-25.00	0	\$	\$ -
Planning Specialist II	TBD	21.12-22.00	0	\$	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$	4,111.82	
b) Anticipated Salary Increases (see page 2)	\$	173.55	
	c) TOTAL DIRECT LABOR COSTS	\$	4,285.37

FRINGE BENEFITS

d) Fringe Benefits Rate:	44.94%	e) TOTAL FRINGE BENEFITS	\$	1,925.84
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INDIRECT COSTS

f) Overhead Rate:	114.20%	g) Overhead	\$	4,893.89
h) General and Administrative Rate:	0.00%	i) Gen & Admin	\$	-
		j) TOTAL INDIRECT COSTS	\$	4,893.89

FEE (Profit)

q) Rate:	10.00%	k) TOTAL FIXED PROFIT	\$	1,110.51
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TOTAL LABOR COSTS

\$ 12,215.61

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total	
l) Travel/Mileage/Vehicle (supported by consultant actual costs)	1700	\$ 0.575	\$ 977.500	
m) Equipment Rental and Supplies (itemize)		\$ -	\$ -	
Materials Testing/Laboratory Tests				
n) (see attached Materials Testing/Laboratory Tests)		\$ -	\$ -	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) - Records Search	1	\$ 1,500.00	\$ 1,500.00	
		p) TOTAL OTHER DIRECT COSTS	\$	2,477.50

TOTAL COST \$ 14,693.11

NOTES:

- Employees subject to prevailing wage (PW) requirements to be marked with an *
- ODC items should be based on actual costs and supported by historical data and other documentation
- ODC items that would be considered "tools of the trade" are not reimbursable
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

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

Consultant: SWCA, Incorporated Contract No.: _____ Date: 2/2/2021

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
\$4,111.82	86		47.81186	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	\$47.81	+	3%	=	\$49.25	Year 2 Avg Hourly Rate
Year 2	\$49.25	+	3%	=	\$50.72	Year 3 Avg Hourly Rate
Year 3	\$50.72	+	3%	=	\$52.25	Year 4 Avg Hourly Rate
Year 4	\$52.25	+	3%	=	\$53.81	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	25.0%	*	86	=	22	Estimated Hours Year 1
Year 2	50.0%	*	86	=	43	Estimated Hours Year 2
Year 3	25.0%	*	86	=	22	Estimated Hours Year 3
Year 4	0.0%	*	86	=	0	Estimated Hours Year 4
Year 5	0.0%	*	86	=	0	Estimated Hours Year 5
Total	100%		Total	=	87	

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	\$47.81	*	22	=	\$1,051.86	Estimated Hours Year 1
Year 2	\$49.25	*	43	=	\$2,117.59	Estimated Hours Year 2
Year 3	\$50.72	*	22	=	\$1,115.92	Estimated Hours Year 3
Year 4	\$52.25	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.81	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$4,285.37	
			Direct Labor Subtotal before Escalation	=	\$4,111.82	
			<i>Estimated total of Direct Labor Salary Increase</i>	=	<i>\$173.55</i>	<i>Transfer to Page 1</i>

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

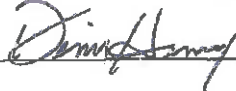
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Prime Consultant or Subconsultant Certifying:

Name: Denis Henry Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy): 11/04/2020

Email: dhenry@swca.com Phone Number: 602.274.3831

Address: 20 East Thomas Road, Suite 1700, Phoenix, AZ 85012

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

List services the consultant is providing under the proposed contract:

Comprehensive environmental consulting
--

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: **PARIKH CONSULTANTS, INC.**

Polo Colorado Rd, Monterey County,
Project No. Phase 1A

Contract No. _____

Date 2/3/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	G. Parikh	14.0	\$ 104.21	\$ 1,458.94
Sr. Project Engineer/QA QC	D. Wang	42.0	\$ 75.53	\$ 3,172.26
Project Engineer	A. Ortacki	98.0	\$ 51.11	\$ 5,008.78
Sr. Staff Engineer	S. Wu	84.0	\$ 42.84	\$ 3,598.56
Field Engineer	L. Bhangoo	58.0	\$ 51.22	\$ 2,970.76
Lab Technician	N. Ahmad	50.0	\$ 37.24	\$ 1,862.00
Engineering Draftsperson	K. Ouyang	32.0	\$ 40.62	\$ 1,299.84
				\$ -
				\$ -

LABOR COSTS

378.00

a) Subtotal Direct Labor Costs \$ 19,371.14
 b) Anticipated Salary Increases (see page 2 for calculation) \$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 19,371.14

INDIRECT COSTS

d) Fringe Benefits (Rate: 46.00%) e) Total Fringe Benefits [(c) x (d)] 8910.72
 f) Overhead & G&A (Rate: 0.00%) included g) Overhead [(c) x (f)] 0.00
 h) General & Admin (Rate: 104.00%) i) Gen & Admin [(c) x (h)] 20145.99
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 29,056.71

FIXED FEE 10.00% k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: \$ 4,842.79

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

Description of Item	Quantity	Unit	Unit Cost	Total
Per Deim	5.00	LS @ Cost	\$ 350.00	\$ 1,750.00
Drilling Rig- Mob-Demob	2.00	LS @ Cost	\$ 2,400.00	\$ 4,800.00
Drilling Rig + Materials Costs	5.00	shift	\$ 4,000.00	\$ 20,000.00
Grouting of Holes	300.00	LS @ Cost	\$ 6.00	\$ 1,800.00
Diamond Coring in Rock	150.00	LS @ Cost	\$ 15.00	\$ 2,250.00
Concrete Coring	0.00	LS @ Cost		\$ -
Traffic Control	0.00			\$ -
Mark up	0.10		\$ 30,600.00	\$ 3,060.00
l) TOTAL OTHER DIRECT COSTS				\$ 33,660.00

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)] \$ 33,660.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 86,930.64

NOTES:

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

Polo Colorado Rd, Monterey County

EXHIBIT 10-H1 COST PROPOSAL | ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Parikh
 Project No.: _____ Contract No.: _____ Date: 2/3/2021

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 Year 1 Avg Hourly Rate
\$19,371.14	378		\$51.25	

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$51.25	+	3%	=	\$52.79	Year 2 Avg Hourly Rate
Year 2	\$52.79	+	3%	=	\$54.37	Year 3 Avg Hourly Rate
Year 3	\$54.37	+	3%	=	\$56.00	Year 4 Avg Hourly Rate
Year 4	\$56.00	+	3%	=	\$57.68	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	100.0%	*	378	=	378	Estimated Hours Year 1
Year 2	0.0%	*	0	=	0	Estimated Hours Year 2
Year 3	0.0%	*	0	=	0	Estimated Hours Year 3
Year 4	0.0%	*	0	=	0	Estimated Hours Year 4
Year 5	0.0%	*	0	=	0	Estimated Hours Year 5
Total	100%		Total	=	378	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$51.25	*	378	=	\$19,372.50	Estimated Hours Year 1
Year 2	\$52.79	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$54.37	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$56.00	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.68	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$19,372.50	
			Direct Labor Subtotal before Escalation	=	\$19,371.14	
			Estimated total of Direct Labor Salary Increase *	=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.
5. If 100% performed in Year 1 or increase calculation result is less than \$0.00 is reflected by default.

EXHIBIT 10-H1 COST PROPOSAL |
Polo Colorado Rd, Monterey County, Phase
1A

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.

Prime Consultant or Subconsultant Certifying:

Name: Y. David Wang Title: Senior Principal

Signature:  Date of Certification (mm/dd/yyyy): 2/3/2021

Email: Dwang@Parikhnet.com Phone Number: 408.452.9000

Address: 1497 North Milpitas Blvd., Milpitas, CA 95035

* 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
COST-PLUS-FIXED-FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: WRECO Contract No.: _____ Date: 2/10/2021
Project No.: _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	TBD	15	\$ 104.72	\$ 1,524.72
Supervising Engineer	TBD	73	\$ 76.75	\$ 5,622.71
Senior Geotechnical Engineer	TBD	16	\$ 70.68	\$ 1,130.88
Senior Engineer	TBD	64	\$ 73.35	\$ 4,716.41
Associate Engineer	TBD	85	\$ 46.80	\$ 3,978.00
Senior Geologist	TBD	82	\$ 68.94	\$ 5,653.08
Associate Geologist	TBD	56	\$ 42.37	\$ 2,372.72
Staff Engineer	TBD	290	\$ 36.40	\$ 10,556.00
Senior Technician	TBD	98	\$ 34.41	\$ 3,373.90
Project Coordinator/ Tech Editor	TBD	18	\$ 31.58	\$ 568.44

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 39,496.86
 b) Anticipated Salary Increases (see page 2) \$ 355.47
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 39,852.33

INDIRECT COSTS

d) Fringe Benefits Rate: 71.46% e) Total Fringe Benefits [(c) x (d)] \$ 28,478.47
 f) Overhead Rate: 32.21% g) Overhead [(c) x (f)] \$ 12,836.44
 h) General and Administrative Rate: 31.25% i) Gen & Admin [(c) x (h)] \$ 12,453.85
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 53,768.64

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]** x fixed fee 10.00% \$ 9,362.10

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Travel/Mileage/Vehicle (supported by consultant actual costs)	4217.4	Miles	\$ 0.575	\$ 2,425.00
Reproductions	1	LS	\$ 400.00	\$ 400.00
Overnight Delivery/Shipment	1	LS	\$ 9,000.00	\$ 9,000.00
Laboratory Testing - Non-DBE	1	LS	\$ 20,400.00	\$ 20,400.00
Drilling and Field Sampling - Non-DBE	1	LS	\$ 8,000.00	\$ 8,000.00
Traffic Control Non-DBE	1	LS	\$ 800.00	\$ 800.00
Potholing & Roadway Patching		LS	\$ -	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ 41,025.00

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

Subconsultant 1: \$ -
 m) **TOTAL SUBCONSULTANTS' COSTS** \$ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 41,025.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 144,008.06

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-H1 COST PROPOSAL

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$39,496.86	797.2		49.55	

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	\$49.55	+	3%	=	\$51.03	Year 2 Avg Hourly Rate
Year 2	\$51.03	+	3%	=	\$52.56	Year 3 Avg Hourly Rate
Year 3	\$52.56	+	3%	=	\$54.14	Year 4 Avg Hourly Rate
Year 4	\$54.14	+	3%	=	\$55.76	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	70.0%	*	797.17	=	558.02	Estimated Hours Year 1
Year 2	30.0%	*	797.17	=	239.15	Estimated Hours Year 2
Year 3	0.0%	*	797.17	=	0.00	Estimated Hours Year 3
Year 4	0.0%	*	797.17	=	0.00	Estimated Hours Year 4
Year 5	0.0%	*	797.17	=	0.00	Estimated Hours Year 5
Total	100%		Total	=	797.2	

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	\$49.55	*	558.02	=	\$27,647.85	Estimated Hours Year 1
Year 2	\$51.03	*	239.15	=	\$12,204.48	Estimated Hours Year 2
Year 3	\$52.56	*	0.00	=	\$0.00	Estimated Hours Year 3
Year 4	\$54.14	*	0.00	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.76	*	0.00	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$39,852.33	
			Direct Labor Subtotal before Escalation	=	\$39,496.86	
			Estimated total of Direct Labor Salary Increase	=	\$355.47	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

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: Han-Bin Liang, Ph.D., P.E.

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/10/2021

Email: hanbin_liang@wreco.com

Phone Number: (925) 941-0017

Address: 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596

*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:

Phase 1A - Project Management, Preliminary Geotechnical for Sites 9, 11, 12, and 13, Preliminary Hydrology and Hydraulics for all Sites.

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

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Whitson and Associates, Inc. dba Whitson Engineers (Suveys)
Palo Colorado Road

Project No. Repair Project Contract No. _____ Date 11/2/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	5	\$134.00	\$ 670.00
Land Surveyor	Thomas Hannah	31	\$60.50	\$ 1,875.50
Associate Surveyor	Ed Pietsch	46	\$39.50	\$ 1,817.00
2 Person Survey Crew	DIR Chief of Party rate	102	\$152.19	\$ 15,523.38
Administrative Support	Kimberley Woltman	6	\$70.00	\$ 420.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 20,305.88
 b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) \$ - 609.18
c) Total Direct Labor Costs [(a) + (b)] \$ 20,915.06

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] \$ 6,136.48
 f) Overhead (Rate: 41.19%) g) Overhead [(c) x (f)] \$ 8,614.91
 h) General and Administrative (Rate: 59.30%) i) Gen & Admin [(c) x (h)] \$ 12,402.63
j) Total Indirect Costs [(e) + (g) + (i)] \$ 27,154.02

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 4,806.91

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

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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)] \$ -
TOTAL COST [(c) + (j) + (k) + (n)] \$ 52,875.98

Project Phase 1A

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$20,305.88	/ 190	= \$106.87	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$106.87	+ 5%	=	\$112.22 Year 2 Avg Hourly
Year 2	\$112.22	+ 5%	=	\$117.83 Year 3 Avg Hourly
Year 3	\$117.83	+ 5%	=	\$123.72 Year 4 Avg Hourly Rate
Year 4	\$123.72	+ 5%	=	\$129.90 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	40.00%	* 190	= 76 Estimated Hours Year 1
Year 2	60.00%	* 190	= 114 Estimated Hours Year 2
Year 3	0.00%	* 190	= 0 Estimated Hours Year 3
Year 4	0.00%	* 190	= 0 Estimated Hours Year 4
Year 5	0.00%	* 190	= 0 Estimated Hours Year 5
Total	100%	Total	= 190

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 Period
Year 1	\$106.87	* 76	= \$8,122.35 Estimated Hours Year 1
Year 2	\$112.22	* 114	= \$12,792.70 Estimated Hours Year 2
Year 3	\$117.83	* 0	= \$0.00 Estimated Hours Year 3
Year 4	\$123.72	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$129.90	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$20,915.06
Direct Labor Subtotal before escalation			= \$20,305.88
Estimated total of Direct Labor Salary Increase			= \$609.18 Transfer to Page 1

Project Phase 1A
Exhibit 10-H1 Cost Proposal

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

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
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

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: *Kimberley Woltman* Date of Certification (mm/dd/yyyy): 11/2/2020

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

*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:

Topographic Mapping

**Project Phase 1B
Cost Proposal**

Task	Project Name: Palo Colorado Storm Damage Repair MP 4.0 to 7.8																		Culinary Total Hours	Actual Labor Multiplier	Wood Pole/Signs	SMCA	Permit	WRECCO	Whitten	Mowment	Stakeholder Support				
	MR	RF	NK	SMb	BS	JC	AM	CH	BI	KW	CP	PK	AM	KS	DA																
	Est'd Hourly Rate	200.00	200.50	174.18	200.00	180.00	205.85	154.05	147.85	222.85	222.18	192.03	230.19	201.65	281.23	248.39															
Phase 1B - 60% Design and Environmental Approval																	\$300														
9 PROJECT MANAGEMENT SERVICES																	\$0														
9.1 Project Management and Maintain Project Schedule	4	80																8	82	\$18,242	\$0										
9.2 Project Team Meetings		24		2	2	2	2	2	2	2	2									38	\$9,819	\$0									
9.3 Public Meeting #1		24				24															48	\$9,209	\$0								
9.4 Coordination with Public Agencies, County elect. and FEMA	4			4	4																12	\$2,300	\$0								
9.5 Public Information Office Support Services	4				4																8	\$1,545	\$0								
10 ENVIRONMENTAL DOCUMENTATION																	\$78,608														
10.1 2nd Biological Resources and Initial Phase 2 Biological Survey																					0	\$0	\$78,608	\$0							
10.2 Wetland Delineation and Preliminary Jurisdictional Determination				4	4					16											26	\$9,160	\$0								
10.3 Consultations with Regulatory Agencies		8				4															12	\$2,344	\$0								
10.4 Biological Resources Assessment		4				4															8	\$1,546	\$0								
10.5 Cultural Resources Studies		4				4						12									26	\$3,487	\$0								
10.6 Conceptual Mitigation Plan		2				4			24			24									54	\$3,000	\$0								
10.7 CEQA & NEPA		4																			4	\$789	\$0								
11 FINAL HYDROLOGY AND HYDRAULICS																	\$0														
11.1 UTILITY CONFLICT COORDINATION		1				18						60									77	\$9,159	\$0								
12 FINAL GEOTECHNICAL REPORT																	\$0														
13 FINAL REPORT TO SUPPORT ENVIRONMENTAL DOCUMENT																	\$88,008														
13.1 Storm Damage, Roadway and Drainage Design	1			80	80			150	189	240	128	60									680	\$116,109	\$0								
13.2 10% Project Plans (Unchecked Details)				9	40	24		60	128	98	95		368								524	\$101,828	\$0								
14 PERMITS AND RIGHT-OF-WAY SERVICES																	\$0														
14.1 PRELIMINARY RIGHT-OF-WAY MAPPING			1	4	24						80										80	\$11,616	\$0								
14.2 RIGHT-OF-WAY COST ESTIMATES AND DATA SHEETS		8				8					12										28	\$4,285	\$0						\$10,488	\$10,488	
																					0	\$0	\$0								
																					0	\$0	\$0								
Subtotal - Hours	4	108	7	134	210	2	242	290	380	348	60	368	0	0	0	0	0	0	0	824	\$297,427.61	\$0									
Estimated Salary Increase for Multi-Year Project																						\$3,600	\$0								
Other Direct Costs																						\$1,293.41	\$0								
Total Cost	\$320	\$1,172	\$0.00	\$9,428	\$13,020	\$112	\$6,359	\$13,677	\$19,780	\$11,855	\$3,756	\$19,519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$297	\$42,266	\$268,717	\$4,293.41	\$3,600	\$0.00	\$10,488	\$10,488	\$10,488	\$349,283		

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**
 Project Name Palo Colorado Storm Damage Repair MP 4.0 to 7.8
 Project Phase 1B - 65% Design and Environmental Approval
 Project No. JP Contract No. RFP#10766 Date 2/10/2021

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$120	4	\$ 99.00	\$ 396.00
Senior Eng. *	Robert Ferguson	RF	\$50-\$100	168	\$ 66.50	\$ 11,172.00
Senior Eng. *	Maxwell Katt	MK	\$50-\$100	7	\$ 74.10	\$ 518.70
Senior Eng. *	Scott McCauley	SMc	\$50-\$100	134	\$ 70.30	\$ 9,420.20
Senior Eng. *	Bryan Stone	BS	\$50-\$100	210	\$ 62.00	\$ 13,020.00
Assoc Eng. *	Juan Cruz	JCr	\$35-\$65	2	\$ 55.85	\$ 111.70
Assist Eng. I	Ashley Hansen	Aha	\$26-\$46	242	\$ 34.65	\$ 8,385.30
Assoc Eng.	Carl Hughes	CH	\$35-\$65	290	\$ 47.85	\$ 13,876.50
Assist Eng. I	Brent Harrison	BH	\$26-\$46	390	\$ 32.64	\$ 12,729.60
Assist Eng. I	Kevin Williams	KW	\$26-\$46	358	\$ 33.15	\$ 11,867.70
Senior Eng. Tech	Craig Polglase	CP	\$33-\$65	60	\$ 62.63	\$ 3,757.80
CAD Tech	Patrick Kenney	PK	\$25-\$40	368	\$ 36.19	\$ 13,317.92
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	0	\$ 61.85	\$ -
Senior Eng. *	Kelly Gallagher	KG	\$50-\$100	0	\$ 81.73	\$ -
PM Asst	Desiree Acol	DA	\$25-\$52	8	\$ 48.35	\$ 386.80
					2241	\$ 98,960.22

LABOR COSTS

a) Subtotal Direct Labor Costs \$98,960.22
 b) Estimated Salary Increases for Multi-Year Project \$1.17 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$98,961.39

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.02%):
 e) Total Fringe Benefits [(c) x (d)] \$42,573.19
 f) Overhead (Rate: 130.21%):
 g) Overhead [(c) x (f)] \$128,857.63
 h) General Administration (Rate: 0.0%):
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$171,430.82

FIXED FEE

k) Fixed Fee (10.0%):
 l) **TOTAL FIXED FEE** [(c) + (j)] x (k) \$27,039.22

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate) @ 220 miles one way	1760 miles @	\$0.575	\$1,012.00
Pier Diem/ Hotel	1 days @	\$150.00	\$150.00
Delivery	1 @	\$123.41	\$123.41
Vendor Reproduction			
Newsletters (Translation and printing) @			\$0.00
Subtotal Vendor Reproduction			\$0.00
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			\$0.00
m) TOTAL OTHER DIRECT COSTS			<u>\$1,285.41</u>

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

Wood Rodgers	\$58,094.93
SWCA	\$78,594.64
Parikh	\$18,859.50
WRECO	\$180,273.21
Whitson	\$0.00
Monument	\$10,460.88
	<u>\$346,283.16</u>
	<u>\$346,283.16</u>

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] \$645,000.00

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.23% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Project Phase 1B

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.

Contract No. RFP#10766

Date 2/10/2021

Palo Colorado Storm Damage Repair MP 4.0 to 7.8

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
\$ 98,960.22	2241	\$44.16	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 =	4.0%	Proposed Escalation		
Year 1	\$44.16	+	0.0%	=	\$44.16	Year 1 Avg Hourly Rate
Year 2	\$44.16	+	4.0%	=	\$45.93	Year 2 Avg Hourly Rate
Year 3	\$45.93	+	4.0%	=	\$47.77	Year 3 Avg Hourly Rate
Year 4	\$47.77	+	4.0%	=	\$49.68	Year 4 Avg Hourly Rate
Year 5	\$49.68	+	4.0%	=	\$51.67	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%	2241.0	1120.5	Estimated Hours Year 1
Year 2	50.00%	2241.0	1120.5	Estimated Hours Year 2
Year 3	0.00%	2241.0	0.0	Estimated Hours Year 3
Year 4	0.00%	2241.0	0.0	Estimated Hours Year 4
Year 5	0.00%	2241.0	0.0	Estimated Hours Year 5
Total	100%	Total	2241.0	

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

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$44.16	1121	\$49,480.11	Estimated Hours Year 1
Year 2	\$44.16	1121	\$49,481.28	Estimated Hours Year 2
Year 3	\$45.93	0	\$0.00	Estimated Hours Year 3
Year 4	\$47.77	0	\$0.00	Estimated Hours Year 4
Year 5	\$49.68	0	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			\$98,961.39	
Direct Labor Subtotal before Escalation			\$98,960.22	
Estimated total of Direct Labor Salary Increase			\$1.17	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Wood Rodgers, Inc.

Project No. _____ Contract No. Palo Colorado Rd. Repair Project

Date 2/1/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer II	Matt Salveson	18	\$ 90.00	\$ 1,620.00
Principal Engineer II	Chris Hodge	18	\$ 88.94	\$ 1,600.92
Assoc. Engineer III		36	\$ 70.63	\$ 2,542.68
Assoc. Engineer II		54	\$ 65.50	\$ 3,537.00
Assoc. Engineer I		18	\$ 52.45	\$ 944.10
Engineer III		18	\$ 50.00	\$ 900.00
Engineer II		65	\$ 42.50	\$ 2,762.50
Engineer I		65	\$ 34.00	\$ 2,210.00
CAD Technician III		52	\$ 43.00	\$ 2,236.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 18,353.20
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 18,353.20

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>54.15%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 9,938.26
f) Overhead & G&A (Rate: <u>132.25%</u>)	g) Overhead [(c) x (f)]	\$ 24,272.11
h) General & Admin (Rate: <u>0%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 34,210.37

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 5,256.36
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction & Printing	TBD	AT COST	LUMP SUM	\$ 275.00
				\$ -
				\$ -
				\$ 275.00

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

Subconsultant 1:	_____	_____
Subconsultant 2:	_____	_____
Subconsultant 3:	_____	_____
Subconsultant 4:	_____	_____
Subconsultant 5:	_____	_____
Subconsultant 6:	_____	_____
m) TOTAL SUBCONSULTANTS' COSTS	\$	-

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 275.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 58,094.93

NOTES:

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

Project Phase 1B CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Wood Rodgers, Inc.

Project No. _____ Contract No. _____

Date 2/1/2021

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

	<u>Direct Labor Subtotal</u> per Cost Proposal	<u>Total Hours</u> per Cost Proposal	=	<u>Avg Hourly</u> Rate	<u>5 Year Contract</u> Duration
\$	18,353.20	344			Year 1 Avg Hourly Rate

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

	<u>Avg Hourly Rate</u>	+	<u>Proposed Escalation</u>	=	\$		
Year 1			0%			-	Year 2 Avg Hourly Rate
Year 2			0%			-	Year 3 Avg Hourly Rate
Year 3			0%			-	Year 4 Avg Hourly Rate
Year 4			0%			-	Year 5 Avg Hourly Rate

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

	<u>Estimated %</u> Completed Each Year	*	<u>Total Hours</u> per Cost Proposal	=	<u>Total Hours</u> per Year		
Year 1	20.00%				0 0	-	Estimated Hours Year 1
Year 2	40.00%				0 0	-	Estimated Hours Year 2
Year 3	15.00%				0 0	-	Estimated Hours Year 3
Year 4	15.00%				0 0	-	Estimated Hours Year 4
Year 5	10.00%				0 0	-	Estimated Hours Year 5
Total	100%		Total		344.0		

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

	<u>Avg Hourly Rate</u> (calculated above)	*	<u>Estimated hours</u> (calculated above)	=	<u>Cost per Year</u>		
Year 1	\$ -		0		\$ -	-	Estimated Hours Year 1
Year 2	\$ -		0		\$ -	-	Estimated Hours Year 2
Year 3	\$ -		0		\$ -	-	Estimated Hours Year 3
Year 4	\$ -		0		\$ -	-	Estimated Hours Year 4
Year 5	\$ -		0		\$ -	-	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ -		
	Direct Labor Subtotal before Escalation			=	\$ 18,353.20		
	Estimated total of Direct Labor Salary Increase			=	\$ -	-	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.

Certification of Direct Costs:

Project Phase 1B

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: Matt Salveson, PhD, PE

Title *: Principal

Signature: _____



Date of Certification: 2/1/2021

Email: msalveson@woodrogers.com

Phone number: (916) 321-4428

Address: 3301 C Street, Building 100B, Sacramento, CA 95831

* 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:

Draft PS&E

Project Phase 1B

Staffing Worksheet

COMPANY: Wood Rodgers

PROJECT: County of Monterey - Palo Colorado Rd. Storm Damage Repair Project



Phase 1b

DESCRIPTION	Personnel:	WOOD RODGERS, INC									TOTAL HOURS
		Principal Engineer II	Principal Engineer II	Assoc Engineer III	Assoc. Engineer II	Assoc. Engineer I	Engineer III	Engineer II	Engineer I	CAD Tech III	
		M Salvason \$90.00	C Hodge \$88.94	\$70.63	\$65.50	\$52.45	\$50.00	\$42.50	\$34.00	\$43.00	
TASK 2 - 60% - Structure Design and PS&E		18	18	36	54	18	18	65	65	52	344
		18	18	36	54	18	18	65	65	52	
TOTAL HOURS		18	18	36	54	18	18	65	65	52	344

EXHIBIT 10-H 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

Consultant: SWCA, Incorporated Contract No.: _____ Date: 1/5/2020

DIRECT LABOR

Classification/Title	Name	Rate Range	Hours	Initial Actual Hourly Rate	Total
Environmental Specialist XI	Jon Claxton	51.92-70.28	96	\$ 53.31	\$ 5,117.76
Environmental Specialist X	Travis Belt	47.13-54.75	194	\$ 47.32	\$ 9,180.08
Environmental Specialist IX	TBD	43.07-52.88	0		\$ -
Environmental Specialist VIII	TBD	39.53-42.97	0		\$ -
Environmental Specialist VII	TBD	36.06-41.21	0		\$ -
Environmental Specialist VI	TBD	33.10-36.06	0		\$ -
Environmental Specialist V	TBD	29.00-34.00	0		\$ -
Subject Matter Expert	Heather Gibson	61.40-125.00	10	\$ 72.12	\$ 721.20
Cultural Resources Specialist IX	Leroy Laurie	43.69-65.00	60	\$ 45.42	\$ 2,725.20
Cultural Resources Specialist IX	Paula Carr	43.69-65.00	8	\$ 65.00	\$ 520.00
Cultural Specialist III	TBD	23.00-26.00	0		\$ -
GIS/CADD Specialist VI	Kevin Howen	34.00-36.06	70	\$ 34.00	\$ 2,380.00
Technical Writer Specialist VI	Jaimie Jones	33.31-35.53	60	\$ 34.20	\$ 2,052.00
Planning Specialist X	Emily Creel	49.20-50.48	20	\$ 49.20	\$ 984.00
Planning Specialist IX	Jacqueline Markley	43.37-45.19	60	\$ 43.37	\$ 2,602.20
Planning Specialist VIII	TBD	40.17-45.00	0		\$ -
Planning Specialist VII	TBD	36.96-38.46	0		\$ -
Planning Specialist VI	TBD	34.33-35.93	0		\$ -
Planning Specialist V	TBD	29.93-32.76	0		\$ -
Planning Specialist IV	TBD	27.00-28.84	0		\$ -
Planning Specialist III	TBD	23.18-25.00	0		\$ -
Planning Specialist II	TBD	21.12-22.00	0		\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 26,282.44
b) Anticipated Salary Increases (see page 2)	\$ 841.24
c) TOTAL DIRECT LABOR COSTS	\$ 27,123.68

FRINGE BENEFITS

d) Fringe Benefits Rate: <u>44.94%</u>	e) TOTAL FRINGE BENEFITS	\$ 12,189.38
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INDIRECT COSTS

f) Overhead Rate: <u>114.20%</u>	g) Overhead	\$ 30,975.25
h) General and Administrative Rate: <u>0.00%</u>	i) Gen & Admin	\$ -
	j) TOTAL INDIRECT COSTS	\$ 30,975.25

FEE (Profit)

q) Rate: <u>10.00%</u>	k) TOTAL FIXED PROFIT	\$ 7,028.83
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TOTAL LABOR COSTS

\$ 77,317.14

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage/Vehicle (supported by consultant actual costs)	<u>1700</u>	\$ 0.575	\$ 977.500
m) Equipment Rental and Supplies (itemize)	<u> </u>	\$ -	\$ -
Materials Testing/Laboratory Tests			
n) (see attached Materials Testing/Laboratory Tests)	<u> </u>	\$ -	\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) - Hotel	<u>2</u>	\$ 150.00	\$ 300.00
p) TOTAL OTHER DIRECT COSTS			\$ 1,277.50

TOTAL COST \$ 78,594.64

NOTES:

- Employees subject to prevailing wage (PW) requirements to be marked with an *
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

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

Consultant: SWCA, Incorporated Contract No.: _____ Date: 1/5/2020

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

Direct Labor Subtotal per Cost Proposal \$26,282.44	Total Hours per Cost Proposal 578	=	Avg Hourly Rate 45.471349	5 Year Contract Duration Year 1 Avg Hourly Rate
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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	\$45.47	+	3%	=	\$46.84	Year 2 Avg Hourly Rate
Year 2	\$46.84	+	3%	=	\$48.24	Year 3 Avg Hourly Rate
Year 3	\$48.24	+	3%	=	\$49.69	Year 4 Avg Hourly Rate
Year 4	\$49.69	+	3%	=	\$51.18	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	25.0%	*	578	=	145	Estimated Hours Year 1
Year 2	50.0%	*	578	=	289	Estimated Hours Year 2
Year 3	25.0%	*	578	=	145	Estimated Hours Year 3
Year 4	0.0%	*	578	=	0	Estimated Hours Year 4
Year 5	0.0%	*	578	=	0	Estimated Hours Year 5
Total	100%		Total	=	579	

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	\$45.47	*	145	=	\$6,593.35	Estimated Hours Year 1
Year 2	\$46.84	*	289	=	\$13,535.46	Estimated Hours Year 2
Year 3	\$48.24	*	145	=	\$6,994.88	Estimated Hours Year 3
Year 4	\$49.69	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.18	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$27,123.68	
			Direct Labor Subtotal before Escalation	=	\$26,282.44	
			<i>Estimated total of Direct Labor Salary Increase</i>	=	<i>\$841.24</i>	<i>Transfer to Page 1</i>

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

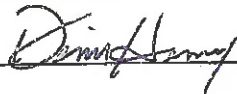
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Prime Consultant or Subconsultant Certifying:

Name: Denis Henry Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy): 11/04/2020

Email: dhenry@swca.com Phone Number: 602.274.3831

Address: 20 East Thomas Road, Suite 1700, Phoenix, AZ 85012

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

List services the consultant is providing under the proposed contract:

<p>Comprehensive environmental consulting</p>

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: PARIKH CONSULTANTS, INC.

Project No. Phase 1B Contract No. _____ Date 2/3/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	G. Parikh	10.0	\$ 104.21	\$ 1,042.10
Sr. Project Engineer/QA QC	D. Wang	24.0	\$ 75.53	\$ 1,812.72
Project Engineer	A. Ortacki	50.0	\$ 51.11	\$ 2,555.50
Sr. Staff Engineer	S. Wu	30.0	\$ 42.84	\$ 1,285.20
Field Engineer	L. Bhangoo	0.0	\$ 51.22	\$ -
Lab Technician	N. Ahmad	0.0	\$ 37.24	\$ -
Engineering Draftsperson	K. Ouyang	4.0	\$ 40.62	\$ 162.48
				\$ -
				\$ -

LABOR COSTS 118.00

a) Subtotal Direct Labor Costs \$ 6,858.00

b) Anticipated Salary Increases (see page 2 for calculation) \$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 6,858.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 46.00%) e) Total Fringe Benefits [(c) x (d)] 3154.68

f) Overhead & G&A (Rate: 0.00%) included g) Overhead [(c) x (f)] 0.00

h) General & Admin (Rate: 104.00%) i) Gen & Admin [(c) x (h)] 7132.32

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 10,287.00

FIXED FEE 10.00% k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: \$ 1,714.50

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

Description of Item	Quantity	Unit	Unit Cost	Total
Per Deim	0.00	LS @ Cost		\$ -
Drilling Rig- Mob-Demob	0.00	LS @ Cost		\$ -
Drilling Rig + Materials Costs	0.00	shift		\$ -
Grouting of Holes	0.00	LS @ Cost		\$ -
Diamond Coring in Rock	0.00	LS @ Cost		\$ -
Concrete Coring	0.00	LS @ Cost		\$ -
Traffic Control	0.00			\$ -
Mark up	0.10		\$ -	\$ -

j) TOTAL OTHER DIRECT COSTS \$ -

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)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 18,859.50

NOTES:

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

Polo Colorado Rd, Monterey County

EXHIBIT 10-H1 COST PROPOSAL | ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Parikh

Project No.: _____ Contract No.: _____

Date: 2/3/2021

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
\$6,858.00	118	= \$58.12	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$58.12	+	3%	=	\$59.86	Year 2 Avg Hourly Rate
Year 2	\$59.86	+	3%	=	\$61.66	Year 3 Avg Hourly Rate
Year 3	\$61.66	+	3%	=	\$63.51	Year 4 Avg Hourly Rate
Year 4	\$63.51	+	3%	=	\$65.42	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	100.0%	*	118	=	118	Estimated Hours Year 1
Year 2	0.0%	*	0	=	0	Estimated Hours Year 2
Year 3	0.0%	*	0	=	0	Estimated Hours Year 3
Year 4	0.0%	*	0	=	0	Estimated Hours Year 4
Year 5	0.0%	*	0	=	0	Estimated Hours Year 5
Total	100%		Total	=	118	

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	\$58.12	*	118	=	\$6,858.16	Estimated Hours Year 1
Year 2	\$59.86	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.86	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$63.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$65.42	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$6,858.16	
			Direct Labor Subtotal before Escalation	=	\$6,858.00	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.
5. If 100% performed in Year 1 or increase calculation result is less than \$0.00 is reflected by default.

EXHIBIT 10-H1 COST PROPOSAL |

**Polo Colorado Rd, Monterey County, Phase
1A**

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.

Prime Consultant or Subconsultant Certifying:

Name: Y. David Wang Title: Senior Principal

Signature:  Date of Certification (mm/dd/yyyy): 2/3/2021

Email: Dwang@Parikhnet.com Phone Number: 408.452.9000

Address: 1497 North Milpitas Blvd., Milpitas, CA 95035

* 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
COST-PLUS-FIXED-FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: WRECO Contract No.: _____ Date: 2/10/2021
Project No.: _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	TBD	38	\$ 104.72	\$ 3,979.36
Supervising Engineer	TBD	116	\$ 76.75	\$ 8,903.00
Senior Geotechnical Engineer	TBD	16	\$ 70.68	\$ 1,130.88
Senior Engineer	TBD	175	\$ 73.35	\$ 12,836.25
Associate Engineer	TBD	296	\$ 46.80	\$ 13,869.18
Senior Geologist	TBD	30	\$ 68.94	\$ 2,068.20
Associate Geologist	TBD	16	\$ 42.37	\$ 677.92
Staff Engineer	TBD	485	\$ 36.40	\$ 17,654.00
Senior Technician	TBD	162	\$ 34.41	\$ 5,574.42
Project Coordinator/ Tech Editor	TBD	48	\$ 31.58	\$ 1,515.84

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 68,209.05
b) Anticipated Salary Increases (see page 2)	\$ 614.38
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 68,823.43

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>71.46%</u>	e) Total Fringe Benefits [(c) x (d)]	\$ 49,181.22
f) Overhead Rate:	<u>32.21%</u>	g) Overhead [(c) x (f)]	\$ 22,168.03
h) General and Administrative Rate:	<u>31.25%</u>	i) Gen & Admin [(c) x (h)]	\$ 21,507.32
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 92,856.57

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% **\$ 16,168.21**

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Travel/Mileage/Vehicle (supported by consultant actual costs)	4217.4	Miles	\$ 0.575	\$ 2,425.00
Reproductions	0	LS	\$ -	\$ -
Overnight Delivery/Shipment	0	LS	\$ -	\$ -
Laboratory Testing - Non-DBE	0	LS	\$ -	\$ -
Drilling and Field Sampling - Non-DBE	0	LS	\$ -	\$ -
Traffic Control Non-DBE	0	LS	\$ -	\$ -
Potholing & Roadway Patching	0	LS	\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS **\$ 2,425.00**

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

Subconsultant 1: \$ -
m) TOTAL SUBCONSULTANTS' COSTS **\$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$ 2,425.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 180,273.21**

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$68,209.05	1,382.4	=	49.34	

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	\$49.34	+	3%	=	\$50.82	Year 2 Avg Hourly Rate
Year 2	\$50.82	+	3%	=	\$52.35	Year 3 Avg Hourly Rate
Year 3	\$52.35	+	3%	=	\$53.92	Year 4 Avg Hourly Rate
Year 4	\$53.92	+	3%	=	\$55.54	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	70.0%	*	1,382.35	=	967.65	Estimated Hours Year 1
Year 2	30.0%	*	1,382.35	=	414.71	Estimated Hours Year 2
Year 3	0.0%	*	1,382.35	=	0.00	Estimated Hours Year 3
Year 4	0.0%	*	1,382.35	=	0.00	Estimated Hours Year 4
Year 5	0.0%	*	1,382.35	=	0.00	Estimated Hours Year 5
Total	100%		Total	=	1,382.4	

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	\$49.34	*	967.65	=	\$47,746.58	Estimated Hours Year 1
Year 2	\$50.82	*	414.71	=	\$21,076.85	Estimated Hours Year 2
Year 3	\$52.35	*	0.00	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.92	*	0.00	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.54	*	0.00	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$68,823.43	
			Direct Labor Subtotal before Escalation	=	\$68,209.05	
			<i>Estimated total of Direct Labor Salary Increase</i>	=	\$614.38	<i>Transfer to Page 1</i>

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

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: Han-Bin Liang, Ph.D., P.E.

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/10/2021

Email: hanbin_liang@wreco.com

Phone Number: (925) 941-0017

Address: 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596

*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:

Phase 1B - Project Management, Final Geotechnical for Sites 9, 11, 12, and 13., Final Hydrology and Hydraulics for all Sites.

Project Phase 1B

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Monument
 Project No. _____ Contract No. _____ Date 11.6.20

Classification/Title	Name	Hours	Actual Hourly Rate	Total
R/W Project Manager	Bob Morrison	16	\$ 108.17	\$ 1,730.72
Senior Agent	Jeremy Nled	24	\$ 62.50	\$ 1,500.00
Project Support	Personnel 3	60	\$ 21.63	\$ 1,297.80
Classification 4	Personnel 4	0		\$ -
Classification 5	Personnel 5	0		\$ -
Classification 6	Personnel 6	0		\$ -
Classification 7	Personnel 7	0		\$ -
Classification 8	Personnel 8	0		\$ -
Classification 9	Personnel 9	0		\$ -
Classification 10	Personnel 10	0		\$ -
Classification 11	Personnel 11	0		\$ -
Classification 12	Personnel 12	0		\$ -
Total Hours		100		

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,528.52
 b) Anticipated Salary Increases (see page 2 for sample) \$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$ 4,528.52

INDIRECT COSTS

d) Fringe Benefits (Rate 0.00%)
 f) Overhead (Rate 110.00%)
 h) General and Administrative (Rate 0.00%)
 e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ -
 g) Overhead [(c) x (f)] \$ 4,981.37
 i) Gen & Admin [(c) x (h)] \$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 4,981.37

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.00% \$ 950.99

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	0	Mile	\$0.575	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plans Sheets				\$0.00
Other ODCs - list specific costs				\$0.00

l) TOTAL OTHER DIRECT COSTS \$0.00

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

_____ \$0.00
 _____ \$0.00
m) TOTAL SUBCONSULTANTS' COSTS \$0.00

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

TOTAL COST [(c) + (j) + (k) + (n)] \$ 10,460.88

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant	Monument	Contract No.	0	Date	11.6.20
------------	----------	--------------	---	------	---------

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration Year 1 avg Hourly rate
\$ 4,528.52 /	100 =	\$ 45.29	

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

	Average hourly rate	Proposed Escalation			
Year 1	\$ 45.29 +	0%	=	\$ 45.29	Year 2 Avg Hourly Rate
Year 2	\$ 45.29 +	0%	=	\$ 45.29	Year 3 Avg Hourly Rate
Year 3	\$ 45.29 +	0%	=	\$ 45.29	Year 4 Avg Hourly Rate
Year 4	\$ 45.29 +	0%	=	\$ 45.29	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	100.0% *	100	= 100.0	Estimated Hours Year 1
Year 2	0.0% *	100	= 0.0	Estimated Hours Year 2
Year 3	0.0% *	100	= 0.0	Estimated Hours Year 3
Year 4	0.0% *	100	= 0.0	Estimated Hours Year 4
Year 5	0.0% *	100	= 0.0	Estimated Hours Year 5
Total	100.0%	Total	= 100.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 45.29 *	100.0	= \$ 4,528.52	Estimated Hours Year 1
Year 2	\$ 45.29 *	0.0	= \$ -	Estimated Hours Year 2
Year 3	\$ 45.29 *	0.0	= \$ -	Estimated Hours Year 3
Year 4	\$ 45.29 *	0.0	= \$ -	Estimated Hours Year 4
Year 5	\$ 45.29 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 4,528.52	
Direct Labor Subtotal before Escalation =			\$ 4,528.52	
Estimated Total of Direct Labor Salary Increase =			\$ -	Transferred to page 1

Notes:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 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 State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Bob Morrison Title*: VP Operations

Signature:  Date of Certification (mm/dd/yyyy): 11/9/2020

Email: bmorrison@monumentrow.com Phone Number: 916-717-7069

Address: 2450 Venture Oaks Way, Suite 240, Sacramento, CA 95833

* 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 of services the consultant is providing under the proposed contract:

ROW estimate for up to 13 parcels

Project Phase 2
Cost Proposal

Project Number: JP	Project Name: Palo Colorado Storm Damage Repair MP 4.0 to 7.6																								
TASKS	Project Eng.	Senior Eng.	Mid Eng.	Staff Eng.	Comm. Eng.	Asst. Eng.	Asst. Eng. I	Asst. Eng. II	Asst. Eng. III	Asst. Eng. IV	CP	PK	AM	CO	DA	County Rate	County HLP Multiplier	Word Redfern	BMCA	Perish	WRECO	Whitm	Memphis	Subcontractor	
16 PROJECT MANAGEMENT SERVICES (SUPPLEMENTAL)																									
16.1 Project Management and Maintain Project Schedule	4	00															10								0
16.2 Project Team Meeting		16		4	4	2	2	2	2								00								0
16.3 Public Meeting #2		12															24								0
16.4 Coordination with Public Agencies, County staff, and FEMA		8			4	4											16								0
16.5 Public Information Office Support Services		4			4	4											12								0
17 FINAL DESIGN ENGINEERING / P&SE DEVELOPMENT																									
17.1 INDEPENDENT DEMON CHECK	8						192						138				330								0
17.2 CONSTRUCTION QUANTITIES AND ESTIMATE	8			16	16			60	60	120	120						400								0
17.3 DRAFT SPECIFICATIONS	12			12	12												220								0
17.4 SUBMITTAL OF BIDS (DRAFT) P&SE	8	80	16	16				72	64	64	60			128			688		\$39,690.78						\$39,690.78
17.5 FINAL EXPEDITE P&SE	10		8	8				16	12	12	12			64			174		\$21,267						\$21,267
18 PERMIT SUPPORT	4				4												40		\$4,700						\$4,700
19 FINAL UTILITY COORDINATION	2				16						92						60		\$9,660						\$9,660
20 FINAL RIGHT-OF-WAY SERVICES	3			4	8												61		\$7,615						\$7,615
20.1 BOUNDARY SURVEY, PLAN MAPS AND LEGAL DESCRIPTIONS	4			4	4												8		\$1,645						\$1,645
20.2 APPRAISAL AND ACQUISITION SERVICES (CONTRACT)																	0		\$0						\$0
21 DESIGN SUPPORT DURING CONSTRUCTION	4			12				16			16						48		\$4,695						\$4,695
21.1 BIDDING ASSISTANCE	10																10		\$1,000						\$1,000
21.2 PRE-CONSTRUCTION MEETING	24			16	16			60			80						179		\$23,365						\$23,365
21.3 CONSTRUCTION SUPPORT				2	2			4			60						72		\$8,137						\$8,137
21.4 Preserve Record (As-Built) Drawings	4			16	16			60			80						179		\$23,365						\$23,365
Subtotal - Hours	4	233	84	96	128	184	238	138	234	364	0	284	138	134	18	2336		\$390,438.84						0	
Estimated Salary Increases for Multi-Year Project																			\$2,834.80						\$2,834.80
City of Direct Costs																			\$2,671.41						\$2,671.41
Total Cost		\$480	\$18,628	\$6,224	\$8,088	\$7,612	\$10,858	\$7,970	\$8,908	\$7,052	\$18,730	\$0	\$10,274	\$7,917	\$15,236	\$774	\$114,721		\$355,744.84						\$355,744.84



Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name **Palo Colorado Storm Damage Repair MP 4.0 to 7.8**
Project Phase **2 - Final Design and Permitting**
Project No. **JP** Contract No. **RFP#10766** Date **2/10/2021**

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$120	4	\$ 99.00	\$ 396.00
Senior Eng. *	Robert Ferguson	RF	\$50-\$100	235	\$ 66.50	\$ 15,627.50
Senior Eng. *	Maxwell Katt	MK	\$50-\$100	84	\$ 74.10	\$ 6,224.40
Senior Eng. *	Scott McCauley	SMc	\$50-\$100	98	\$ 70.30	\$ 6,889.40
Senior Eng. *	Bryan Stone	BS	\$50-\$100	126	\$ 62.00	\$ 7,812.00
Assoc Eng. *	Juan Cruz	JCr	\$35-\$65	194	\$ 55.85	\$ 10,834.90
Assist Eng. I	Ashley Hansen	Aha	\$26-\$46	230	\$ 34.65	\$ 7,969.50
Assoc Eng.	Carl Hughes	CH	\$35-\$65	138	\$ 47.85	\$ 6,803.30
Assist Eng. I	Brent Harrison	BH	\$26-\$46	234	\$ 32.64	\$ 7,637.76
Assist Eng. I	Kevin Williams	KW	\$26-\$46	384	\$ 33.15	\$ 12,729.60
Senior Eng. Tech	Craig Polglase	CP	\$33-\$65	0	\$ 62.83	\$ -
CAD Tech	Patrick Kenney	PK	\$25-\$40	284	\$ 36.19	\$ 10,277.96
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	128	\$ 61.85	\$ 7,916.80
Senior Eng. *	Kelly Gallagher	KG	\$50-\$100	184	\$ 81.73	\$ 15,038.32
PM Asst	Desiree Acol	DA	\$25-\$52	16	\$ 48.35	\$ 773.60

2339 \$ 116,731.04

LABOR COSTS

- a) Subtotal Direct Labor Costs \$116,731.04
 b) Estimated Salary Increases for Multi-Year Project \$943.20 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$117,674.25

INDIRECT COSTS

- d) Fringe Benefits (Rate: 43.02%):
 f) Overhead (Rate: 130.21%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$50,623.46
 g) Overhead [(c) x (f)] \$153,223.83
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$203,847.09

FIXED FEE

- k) Fixed Fee (10.0%): **i) TOTAL FIXED FEE [(c) + (j)] x (k)** \$32,152.13

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate) @ 220 miles one way	3080 miles @	\$0.575	\$1,771.00
Pier Diem/ Hotel	2 days @	\$150.00	\$300.00
Delivery	1 @	\$0.41	\$0.41
Vendor Reproduction			
	Newsletters (Translation and printing) @		\$0.00
	Subtotal Vendor Reproduction		\$0.00
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			\$0.00
	m) TOTAL OTHER DIRECT COSTS		<u>\$2,071.41</u> <u>\$2,071.41</u>

n) SUBCONSULTANT COSTS (attach detailed cost proposal for each subconsultant)

Wood Rodgers	\$103,567.05
SWCA	\$16,940.76
Parikh	\$0.00
WRECO	\$0.00
Whitson	\$33,747.31
Monument	\$0.00
	<u>\$154,255.12</u> <u>\$154,255.12</u>

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$510,000.00

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.23% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Project Phase 2

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. RFP#10766 Date 2/10/2021
Palo Colorado Storm Damage Repair MP 4.0 to 7.8

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
\$ 116,731.04	2339	\$49.91	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 =	Proposed Escalation		
			4.0%		
Year 1	\$49.91	+	0.0%	=	\$49.91 Year 1 Avg Hourly Rate
Year 2	\$49.91	+	4.0%	=	\$51.91 Year 2 Avg Hourly Rate
Year 3	\$51.91	+	4.0%	=	\$53.99 Year 3 Avg Hourly Rate
Year 4	\$53.99	+	4.0%	=	\$56.15 Year 4 Avg Hourly Rate
Year 5	\$56.15	+	4.0%	=	\$58.40 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%	*	2339.0	=	233.9	Estimated Hours Year 1
Year 2	70.00%	*	2339.0	=	1637.3	Estimated Hours Year 2
Year 3	20.00%	*	2339.0	=	467.8	Estimated Hours Year 3
Year 4	0.00%	*	2339.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2339.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2339.0	

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	\$49.91	*	234	=	\$11,673.10	Estimated Hours Year 1	
Year 2	\$49.91	*	1637	=	\$81,717.64	Estimated Hours Year 2	
Year 3	\$51.91	*	468	=	\$24,283.50	Estimated Hours Year 3	
Year 4	\$53.99	*	0	=	\$0.00	Estimated Hours Year 4	
Year 5	\$56.15	*	0	=	\$0.00	Estimated Hours Year 5	
Total Direct Labor Cost with Escalation					=	\$117,674.25	
Direct Labor Subtotal before Escalation					=	\$116,731.04	
Estimated total of Direct Labor Salary Increase					=	\$943.20	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Wood Rodgers, Inc.**

Project No. _____ Contract No. **Palo Colorado Rd. Repair Project**

Date **2/1/2021**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer II	Matt Salveson	33	\$ 90.00	\$ 2,970.00
Principal Engineer II	Chris Hodge	33	\$ 88.94	\$ 2,935.02
Assoc. Engineer III		60	\$ 70.63	\$ 4,237.80
Assoc. Engineer II		92	\$ 65.50	\$ 6,026.00
Assoc. Engineer I		32	\$ 52.45	\$ 1,678.40
Engineer III		32	\$ 50.00	\$ 1,600.00
Engineer II		120	\$ 42.50	\$ 5,100.00
Engineer I		120	\$ 34.00	\$ 4,080.00
CAD Technician III		96	\$ 43.00	\$ 4,128.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 32,755.22
 b) Anticipated Salary Increases (see page 2 for calculation) \$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 32,755.22

INDIRECT COSTS

d) Fringe Benefits (Rate: 54.15%) e) Total Fringe Benefits [(c) x (d)] \$ 17,736.95
 f) Overhead & G&A (Rate: 132.25%) g) Overhead [(c) x (f)] \$ 43,318.78
 h) General & Admin (Rate: 0%) i) Gen & Admin [(c) x (h)] \$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 61,055.73
FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 9,381.10

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction & Printing	TBD	AT COST	LUMP SUM	\$ 375.00
				\$ -
				\$ -
l) TOTAL OTHER DIRECT COSTS				\$ 375.00

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

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____
 Subconsultant 5: _____
 Subconsultant 6: _____
m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 375.00
TOTAL COST [(c) + (j) + (k) + (n)] \$ 103,567.05

NOTES:

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

Project Phase 2 CALCATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Wood Rodgers, Inc.

Project No. 0 Contract No. _____

Date 2/1/2021

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

	<u>Direct Labor Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
	\$ 32,755.22	618			

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

	<u>Avg Hourly Rate</u>		<u>Proposed Escalation</u>	=		
Year 1		+	0%		\$	- Year 2 Avg Hourly Rate
Year 2		+	0%		\$	- Year 3 Avg Hourly Rate
Year 3		+	0%		\$	- Year 4 Avg Hourly Rate
Year 4		+	0%		\$	- Year 5 Avg Hourly Rate

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

	<u>Estimated %</u> Completed Each Year		<u>Total Hours</u> per Cost Proposal	=	<u>Total Hours</u> per Year	
Year 1	20.00%	*			0.0	- Estimated Hours Year 1
Year 2	40.00%	*			0.0	- Estimated Hours Year 2
Year 3	15.00%	*			0.0	- Estimated Hours Year 3
Year 4	15.00%	*			0.0	- Estimated Hours Year 4
Year 5	10.00%	*			0.0	- Estimated Hours Year 5
Total	100%		Total		618.0	

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

	<u>Avg Hourly Rate</u> (calculated above)		<u>Estimated hours</u> (calculated above)	=	<u>Cost per Year</u>	
Year 1	\$ -	*	0		\$ -	- Estimated Hours Year 1
Year 2	\$ -	*	0		\$ -	- Estimated Hours Year 2
Year 3	\$ -	*	0		\$ -	- Estimated Hours Year 3
Year 4	\$ -	*	0		\$ -	- Estimated Hours Year 4
Year 5	\$ -	*	0		\$ -	- Estimated Hours Year 5
	Total Direct Labor Cost with Escalation				\$ -	
	Direct Labor Subtotal before Escalation				\$ 32,755.22	
	Estimated total of Direct Labor Salary Increase				\$ -	- 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.

Certification of Direct Costs:

Project Phase 2

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: Matt Salvesson, PhD, PE

Title *: Principal

Signature: _____



Date of Certification: 2/1/2021

Email: msalveson@woodrogers.com

Phone number: (916) 321-4428

Address: 3301 C Street, Building 100B, Sacramento, CA 95831

* 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:

Final PS&E

Project Phase 2

Staffing Worksheet

COMPANY: Wood Rodgers

PROJECT: County of Monterey - Palo Colorado Rd. Storm Damage Repair Project



DESCRIPTION	Personnel:	WOOD RODGERS, INC.									TOTAL HOURS
		Principal Engineer II	Principal Engineer II	Assoc Engineer III	Assoc Engineer II	Assoc Engineer I	Engineer III	Engineer II	Engineer I	CAD Tech II	
		M. Salvesson	C. Hodge								
		\$90.00	\$88.94	\$70.83	\$65.50	\$52.45	\$60.00	\$42.50	\$34.00	\$43.00	
TASK 3 - 90% - Structure Design and PS&E		12	12	24	36	12	12	48	48	36	240
TASK 4 - Final 100% - Structure Design and PS&E		12	12	24	36	12	12	48	48	36	240
TASK 5 - Structure Bid Assistance and Construction Support		9	9	12	20	8	8	24	24	24	138
		9	9	12	20	8	8	24	24	24	
TOTAL HOURS		33	33	60	92	32	32	120	120	96	618

EXHIBIT 10-H COST PROPOSAL
ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(PERMIT SUPPORT)

Note: Mark-ups are Not Allowed

Consultant: SWCA, Incorporated Contract No.: _____ Date: 1/5/2020

DIRECT LABOR

Classification/Title	Name	Rate Range	Hours	Initial Actual Hourly Rate	Total
Environmental Specialist XI	Jon Claxton	51.92-70.28	20	\$ 53.31	\$ 1,066.20
Environmental Specialist X	Travis Belt	47.13-54.75	80	\$ 47.32	\$ 3,785.60
Environmental Specialist IX	TBD	43.07-52.88	0		\$ -
Environmental Specialist VIII	TBD	39.53-42.97	0		\$ -
Environmental Specialist VII	TBD	36.06-41.21	0		\$ -
Environmental Specialist VI	TBD	33.10-36.06	0		\$ -
Environmental Specialist V	TBD	29.00-34.00	0		\$ -
Subject Matter Expert	Heather Gibson	61.40-125.00	0	\$ 72.12	\$ -
Cultural Resources Specialist IX	Leroy Laurie	43.69-65.00	0	\$ 45.42	\$ -
Cultural Resources Specialist IX	Paula Carr	43.69-65.00	0	\$ 65.00	\$ -
Cultural Specialist III	TBD	23.00-26.00	0		\$ -
GIS/CADD Specialist VI	Kevin Howen	34.00-36.06	16	\$ 34.00	\$ 544.00
Technical Writer Specialist VI	Jaimie Jones	33.31-35.53	16	\$ 34.20	\$ 547.20
Planning Specialist X	Emily Creel	49.20-50.48	0	\$ 49.20	\$ -
Planning Specialist IX	Jacqueline Markley	43.37-45.19	0	\$ 43.37	\$ -
Planning Specialist VIII	TBD	40.17-45.00	0		\$ -
Planning Specialist VII	TBD	36.96-38.46	0		\$ -
Planning Specialist VI	TBD	34.33-35.93	0		\$ -
Planning Specialist V	TBD	29.93-32.76	0		\$ -
Planning Specialist IV	TBD	27.00-28.84	0		\$ -
Planning Specialist III	TBD	23.18-25.00	0		\$ -
Planning Specialist II	TBD	21.12-22.00	0		\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 5,943.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS	\$ 5,943.00

FRINGE BENEFITS

d) Fringe Benefits Rate: <u>44.94%</u>	e) TOTAL FRINGE BENEFITS	\$ 2,670.78
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INDIRECT COSTS

f) Overhead Rate: <u>114.20%</u>	g) Overhead	\$ 6,786.91
h) General and Administrative Rate: <u>0.00%</u>	i) Gen & Admin	\$ -
	j) TOTAL INDIRECT COSTS	\$ 6,786.91

FEE (Profit)

q) Rate: <u>10.00%</u>	k) TOTAL FIXED PROFIT	\$ 1,540.07
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TOTAL LABOR COSTS

\$ 16,940.76

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage/Vehicle (supported by consultant actual costs)	0	\$ 0.575	\$ -
m) Equipment Rental and Supplies (itemize)		\$ -	\$ -
Materials Testing/Laboratory Tests			
n) (see attached Materials Testing/Laboratory Tests)		\$ -	\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$ -	\$ -
p) TOTAL OTHER DIRECT COSTS			\$ -

TOTAL COST \$ 16,940.76

NOTES:

- Employees subject to prevailing wage (PW) requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

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

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

(PERMIT SUPPORT)

Consultant: SWCA, Incorporated Contract No.: _____ Date: 1/5/2020

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
\$5,943.00	132		45.0227273	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	\$45.02	+	3%	=	\$46.37	Year 2 Avg Hourly Rate
Year 2	\$46.37	+	3%	=	\$47.76	Year 3 Avg Hourly Rate
Year 3	\$47.76	+	3%	=	\$49.20	Year 4 Avg Hourly Rate
Year 4	\$49.20	+	3%	=	\$50.67	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	100.0%	*	132	=	132	Estimated Hours Year 1
Year 2	0.0%	*	132	=	0	Estimated Hours Year 2
Year 3	0.0%	*	132	=	0	Estimated Hours Year 3
Year 4	0.0%	*	132	=	0	Estimated Hours Year 4
Year 5	0.0%	*	132	=	0	Estimated Hours Year 5
Total	100%		Total	=	132	

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	\$45.02	*	132	=	\$5,943.00	Estimated Hours Year 1
Year 2	\$46.37	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$47.76	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$49.20	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$50.67	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$5,943.00	
			Direct Labor Subtotal before Escalation	=	\$5,943.00	
			<i>Estimated total of Direct Labor Salary Increase</i>	=	\$0.00	<i>Transfer to Page 1</i>

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

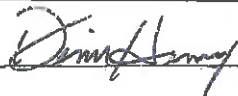
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Prime Consultant or Subconsultant Certifying:

Name: Denis Henry Title *: Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy): 11/04/2020

Email: dhenry@swca.com Phone Number: 602.274.3831

Address: 20 East Thomas Road, Suite 1700, Phoenix, AZ 85012

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

List services the consultant is providing under the proposed contract:

Comprehensive environmental consulting
--

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

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Whitson and Associates, Inc. dba Whitson Engineers Phase 2: Task 13.2: Boundary Survey, Plat, Legals

Palo Colorado Road

Project No. Repair Project Contract No. _____ Date 11/10/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	2	\$134.00	\$ 268.00
Land Surveyor	Thomas Hannah	26	\$60.50	\$ 1,573.00
Associate Surveyor	Ed Pietsch	16	\$39.50	\$ 632.00
2 Person Survey Crew	DIR Chief of Party rate	60	\$152.19	\$ 9,131.40
Administrative Support	Kimberley Woltman	3	\$70.00	\$ 210.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 11,814.40
 b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) \$ 545.45
c) Total Direct Labor Costs [(a) + (b)] \$ 12,359.85

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] \$ 3,626.38
 f) Overhead (Rate: 41.19%) g) Overhead [(c) x (f)] \$ 5,091.02
 h) General and Administrative (Rate: 59.30%) i) Gen & Admin [(c) x (h)] \$ 7,329.39

j) Total Indirect Costs [(e) + (g) + (i)] \$ 16,046.79

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 2,840.66

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

Description of Item	Quantity	Unit	Unit Cost	Total
Title Report	4	1	\$625.00	\$ 2,500.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 2,500.00

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)] \$ 2,500.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 33,747.31

Project Phase 2

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$11,814.40	/ 107	= \$110.41	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$110.41	+ 5%	=	\$115.94 Year 2 Avg Hourly
Year 2	\$115.94	+ 5%	=	\$121.73 Year 3 Avg Hourly
Year 3	\$121.73	+ 5%	=	\$127.82 Year 4 Avg Hourly Rate
Year 4	\$127.82	+ 5%	=	\$134.21 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	60.00%	* 107	= 64.2 Estimated Hours Year 1
Year 2	40.00%	* 107	= 42.8 Estimated Hours Year 2
Year 3	0.00%	* 107	= 0 Estimated Hours Year 3
Year 4	0.00%	* 107	= 0 Estimated Hours Year 4
Year 5	0.00%	* 107	= 0 Estimated Hours Year 5
Total	100%	Total	= 107

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 Period
Year 1	\$110.41	* 67	= \$7,397.80 Estimated Hours Year 1
Year 2	\$115.94	* 42.8	= \$4,962.05 Estimated Hours Year 2
Year 3	\$121.73	* 0	= \$0.00 Estimated Hours Year 3
Year 4	\$127.82	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$134.21	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$12,359.85
Direct Labor Subtotal before escalation			= \$11,814.40
Estimated total of Direct Labor Salary Increase			= \$545.45 Transfer to Page 1

Project Phase 2

Exhibit 10-H1 Cost Proposal

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

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
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

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: *Kimberley Woltman* Date of Certification (mm/dd/yyyy): 11/10/2020

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

*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:

Right-of-Way Engineering

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency:	County of Monterey	2. Contract DBE Goal:	12%
3. Project Description:	Professional Engineering Design services for Palo Colorado Road Repair Project MP 4.0 to MP 7.8		
4. Project Location:	Palo Colorado Road east of Highway 1 in Monterey County, CA		
5. Consultant's Name:	Quincy Engineering, Inc.	6. Prime Certified DBE:	<input type="checkbox"/>

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical Engineering Services	#20259	Parikh Consultants, Inc. 1497 N Milpitas Blvd Milpitas, CA 95035 (408) 452-9000	6.6%
Geotechnical Engineering Services Hydrology and Hydraulics	#30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	20.2%
Right of Way Cost Estimating	#46456	Monument ROW, Inc. 8 Cobblestone Court Laguna Niguel, CA 92677 (562) 260-0507	0.7%

Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	
17. Local Agency Contract Number: _____		27.6%	
18. Federal-Aid Project Number: _____			
19. Proposed Contract Execution Date: _____			
20. Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
21. Local Agency Representative's Signature _____	22. Date _____	 12. Preparer's Signature	February 10, 2021 13. Date
23. Local Agency Representative's Name _____	24. Phone _____	Mark L. Reno, PE 14. Preparer's Name	(916) 368-9181 15. Phone
25. Local Agency Representative's Title _____		Principal-in-Charge 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:
 applicable _____
 known: _____
 ning Services
 different from No. 10
 e, MI)

8. Federal Action Number _____

10. Name and Address of Lobbyist (If individual, last name, first name, and address):

12. Amount of Payment (check one):
 \$ _____ a. _____
 _____ b. _____

13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

 (attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

Authorized for Local Reproduction
 Standard Form - LLL

Federal Use Only:

THIS FORM IS NOT APPLICABLE TO QUINCY ENGINEERING, INC. BUSINESS PRACTICES AS THE FIRM DOES NOT ENGAGE IN LOBBYING ACTIVITIES

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT C – REVISION TO PARAGRAPH 8, INDEMNIFICATION, OF 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.

**EXHIBIT D – INCORPORATION OF RFP #10766, ADDENDUM NO. 1 TO RFP #10766
AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10766, to provide professional engineering design services for the Palo Colorado Road Repair Project at milepost 4.0 to 7.8 (Project). Quincy Engineering, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10766. County selected Quincy Engineering, Inc. to provide these professional engineering design services for the Project.

RFP #10766, including Addendum No. 1 to RFP #10766, and the Proposal submitted by Quincy Engineering, Inc. are hereby incorporated into this Agreement by this reference.



MURRSMI-01

DDRAPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2020

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 Corvalls Office PayneWest Insurance, Inc. 545 SW 2nd Street, Ste 101 Corvalls, OR 97333	CONTACT NAME: PHONE (A/C, No, Ext): (541) 926-4291		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Quincy Engineering, Inc 11017 Cobblecock Drive, Ste 100 Rancho Cordova, CA 95670	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Company, Ltd.		11000
	INSURER B : Hartford Underwriters Insurance Company		30104
	INSURER C : Property and Casualty Ins Co of Hartford		34690
	INSURER D : Continental Casualty Company		20443
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL INSURER	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	52SBAAE4185	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> Automobile Liability <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	52UECCD6987	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		52SBAAE4185	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	52WBCAB4553	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab		AEH591932981	11/1/2020	11/1/2021	Per Claim \$ 5,000,000
D	Professional Liab		AEH591932981	11/1/2020	11/1/2021	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All Operations.
 The County of Monterey, its officers, agents and employees are Additional Insured for General and Auto Liability per attached SS0009 and HA9816, which includes primary and non-contributory wording and waiver of subrogation.

CERTIFICATE HOLDER **CANCELLATION**

County of Monterey Resources Management Agency Attn: Dalla Mariscal-Martinez 1441 Schilling Pl, South Building, 2nd Floor Salinas, CA 93901-4527	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 <i>Dave Draper</i>
--	---

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no Insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (2) This insurance applies to such liability assumed by the insured;
 - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
 - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. - Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed at that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations—by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

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- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

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- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Real Estate Manager**
Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Temporary Custodians Of Your Property**
Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Legal Representative If You Die**
Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- e. Unnamed Subsidiary**
Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.
The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.
- 3. Newly Acquired Or Formed Organization**
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage under this provision does not apply to:**
- (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 4. Operator Of Mobile Equipment**
With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 5. Operator of Nonowned Watercraft**
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. -- Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. -- Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. -- Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional Insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any Insured, you or any additional Insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional Insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved Insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional Insured, such additional Insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional Insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional Insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional Insured that is an individual;
- (2) Any partner, if you or an additional Insured is a partnership;
- (3) Any manager, if you or an additional Insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional Insured is a corporation;
- (5) Any trustee, if you or an additional Insured is a trust; or
- (6) Any elected or appointed official, if you or an additional Insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. -- Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. -- Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. in the performance of your ongoing operations; or
- b. in connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
 12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. — Liability and Medical Expenses Limits of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
 - (2) Subsequent to the execution of such written contract, and
 - (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) **How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) **Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) **Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) **Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**
EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.