



County of Monterey 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 Glenn Church, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17573 GFT Infrastructure, Inc.

Agreement No.: A-17574 Harris & Associates, Inc.

Agreement No.: A-17575 MNS Engineers, Inc.

Agreement No.: A-17576 TRC Engineers, Inc

- a. Approve Professional Services Agreements with GFT Infrastructure, Inc. and Harris & Associates, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed \$3,000,000 for each Agreement;
- b. Approve modified standard Professional Services Agreements with MNS Engineers, Inc. and TRC Engineers, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed \$3,000,000 each Agreement;
- c. Approve additional term extensions for each Agreement beyond the anticipated five-year term of the Request for Qualifications with no change in the scope of work or increase to the dollar amount to allow continuity of services for active projects initiated during the anticipated five-year term of each Agreement, subject to review and approval as to form by the Office of the County Counsel; and
- d. Authorize the Director of Public Works, Facilities and Parks or their designee to execute said Professional Services Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount for each Agreement.

PASSED AND ADOPTED on this 18th day of November 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew and Daniels

NOES: None

ABSENT: None

(Pursuant to Government Code 54953)

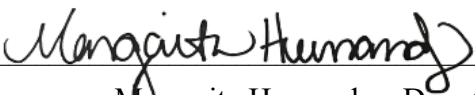
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 18, 2025.

Dated: November 18, 2025

File ID: A 25-446

Agenda Item No.: 46

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


Margarita Hernandez, Deputy

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

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:
Harris & Associates, 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 on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications (RFQ) #10914
_____.
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 \$ 3,000,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from November 21, 2025 to November 20, 2030, 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 Incorporation of RFQ #10914, Addendum No. 1 to RFQ #10914, and Statement of Qualifications, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

5. PERFORMANCE STANDARDS.

- 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

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

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

6. PAYMENT CONDITIONS.

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

7. TERMINATION.

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

8. INDEMNIFICATION.

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

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

9. INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

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

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

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

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

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

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

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

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

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

9.04 Other Requirements:

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

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

Additional Insured Status:

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

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

Primary Coverage:

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

Workers' Compensation Waiver of Subrogation:

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

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

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

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

13. COMPLIANCE WITH APPLICABLE LAWS.

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

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez Management Analyst III	Frank S. Lopez, PE, QSD Principal in Charge/Vice President
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor Salinas, California 93901	1401 Willow Pass Road, Suite 500 Concord, California 94520
Address	Address
(831) 755-8966	(619) 814-9513
Phone	Phone

16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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

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

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

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

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

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

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

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

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: DocuSigned by:
Randell Ishii
C0977920B5E49231
Department Head (if applicable)

Date: 11/20/2025 | 9:54 AM PST

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

Office of the County Counsel¹

Susan K. Blitch, County Counsel

By: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
County Counsel

Date: 10/31/2025 | 10:39 AM PDT

Approved as to Fiscal Provisions²

By: DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 11/3/2025 | 9:51 AM PST

Reviewed as to Liability Provisions

Office of the County Counsel-Risk Management³

By: _____
David Bolton, Risk Manager

Date: _____

Harris & Associates, Inc.

Contractor's Business Name*

By: DocuSigned by:
FRANK LOPEZ
302888E2C9D142A...
(Signature of Chair, President, or Vice-President)*

Frank Lopez, Vice President

Name and Title

Date: 10/30/2025 | 4:10 PM MDT

By: Signed by:
Karen Freeman
221A7F107C51486...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Karen Freeman, Interim CFO

Name and Title

Date: 10/31/2025 | 10:30 AM PDT

County Board of Supervisors' Agreement Number: _____.

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

¹Approval by the Office of County Counsel is required.

²Approval by Auditor/Controller is required.

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Harris & Associates, 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:

A.1.1 CONTRACTOR’s Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

A.1.2 The scope of services includes in general construction management and engineering inspection services for various construction projects within the County. The construction projects include the repair and upgrade of existing roadways, drainage facilities, and traffic control devices.

A.1.3 The broad scope requires a diversity of expertise and the ability to deal with a number of specialized construction contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project(s), as they relate to the California Department of Transportation (Caltrans).

A.1.4 The construction management effort shall include, but not be limited to, the following services and requirements:

Contract Administration:

Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprise (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).

General Inspection:

Provide daily inspections and supervision of the work of the construction contractor’s operations as construction progresses and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

the assigned project. Assist County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

Change Orders:

In accordance with State Standard Specifications, Special Provisions, and County format, prepare, process, and make recommendations on change orders. County will approve all change orders which are acceptable to County.

Surveying:

Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by CONTRACTOR.

Material Testing:

Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide material testing services per Caltrans Standard Specifications.

Test Data:

Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

Plan Interpretation:

With the assistance of County Resident Engineer, as needed, to interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

Pre-Construction Conference:

Assist in the pre-construction meeting with construction contractor and other project participants. This discussion affords all the parties of the construction contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the construction contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed. Respond to questions construction contractor may have and address issues that need to be resolved before work commences.

Safety and Accidents:

Assume the duties of the Project Safety Coordinator. Ensure construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

photographs and written reports. Manage safety precautions through construction contractor for the public in construction areas.

Approval Schedule:

Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

False Work and Shop Drawings:

Keep records, provide timely engineering review, and prepare written recommendations certifying the adequacy of construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

Progress Statements:

Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates on all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

Final Walk-through and Final Inspection:

Conduct project walk-through prior to completion of construction. Minutes of this walk-through shall be completed by CONTRACTOR and a copy shall be sent to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the project and complete the required Final Report forms.

As-Built Plans:

Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer will be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans Computer Aided Design & Drafting (CADD) User's Manual*).

Contract Records:

At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

- A.1.5 Services shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.
 - A.1.6 The exact scope for construction management services will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.
 - A.1.7 CONTRACTOR shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR shall deliver products on or ahead of the required schedule and within budget.
 - A.1.8 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.
 - A.1.9 In compliance with RFQ #10914, if the project for which CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, CONTRACTOR will be required to comply with Federal Provisions. Caltrans Local Assistance Procedures Manual (LAPM), Federal Provisions in Exhibit B, attached hereto and incorporated by reference, shall be completed separately for each individual project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a notice to proceed for the project.
 - A.1.10 County will issue CONTRACTOR a Delivery Order (DO) number for each individual task and/or project in the amount agreed upon by both parties and after County provides a notice to proceed. DO numbers for each task and/or project will close at the end of each fiscal year (July 1–June 30) and, if necessary, may be reissued at the start of the following fiscal year to allow completion of the task and/or project. The CONTRACTOR should note that County DO numbers change with each fiscal year; therefore, the DO number assigned to a task and/or project may differ from its start to its completion.
- A.2** CONTRACTOR shall produce all deliverables (e.g., written reports, installed products, etc.) associated with the assigned task(s) by the deadline specified by the County.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$3,000,000**, 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 on the rates as included in this Exhibit A and in accordance with the following terms:

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

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

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

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by RFQ #10914 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

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

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Agreement's Multi-Year Agreement (MYA) number and associated DO number, services and/or project name, County Project Manager, and an original hardcopy

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to goetzj@countyofmonterey.gov:

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

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**SAMPLE COST PROPOSAL****Sample Only - Required Cost Proposal Template To Be Determined By Agency****SAMPLE COST PROPOSAL 2****SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)****(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)****Note: Mark-ups are Not Allowed**

Consultant Harris & Associates ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ #10914, On-Call Construction Management Contract No. Contract Amount Date 6/20/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					132.46%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal In Charge/Project Director	\$345.20	\$517.80	\$690.41	1/1/2025	12/31/2025	\$135.00		Not Applicable
	\$362.46	\$543.69	\$724.93	1/1/2026	12/31/2026	\$141.75	5.00%	
	\$380.59	\$570.88	\$761.17	1/1/2027	12/31/2027	\$148.84	5.00%	
	\$399.62	\$599.42	\$799.23	1/1/2028	12/31/2028	\$156.28	5.00%	
	\$419.60	\$629.39	\$839.19	1/1/2029	12/31/2029	\$164.09	5.00%	
	\$440.58	\$660.86	\$881.15	1/1/2030	12/31/2030	\$172.30	5.00%	
Sr. Construction Manager II	\$268.49	\$402.74	\$536.98	1/1/2025	12/31/2025	\$105.00		Not Applicable
	\$281.92	\$422.87	\$563.83	1/1/2026	12/31/2026	\$110.25	5.00%	
	\$296.01	\$444.02	\$592.02	1/1/2027	12/31/2027	\$115.76	5.00%	
	\$310.81	\$466.22	\$621.62	1/1/2028	12/31/2028	\$121.55	5.00%	
	\$326.35	\$489.53	\$652.71	1/1/2029	12/31/2029	\$127.63	5.00%	
	\$342.67	\$514.01	\$685.34	1/1/2030	12/31/2030	\$134.01	5.00%	
Sr. Construction Manager I	\$255.71	\$383.56	\$511.41	1/1/2025	12/31/2025	\$100.00		Not Applicable
	\$268.49	\$402.74	\$536.98	1/1/2026	12/31/2026	\$105.00	5.00%	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

	\$281.92	\$422.87	\$563.83	1/1/2027	12/31/2027	\$110.25	5.00%	
	\$296.01	\$444.02	\$592.02	1/1/2028	12/31/2028	\$115.76	5.00%	
	\$310.81	\$466.22	\$621.62	1/1/2029	12/31/2029	\$121.55	5.00%	
	\$326.35	\$489.53	\$652.71	1/1/2030	12/31/2030	\$127.63	5.00%	
Construction Manager III	\$242.92	\$364.38	\$485.84	1/1/2025	12/31/2025	\$95.00		Not Applicable
	\$255.07	\$382.60	\$510.13	1/1/2026	12/31/2026	\$99.75	5.00%	
	\$267.82	\$401.73	\$535.64	1/1/2027	12/31/2027	\$104.74	5.00%	
	\$281.21	\$421.82	\$562.42	1/1/2028	12/31/2028	\$109.97	5.00%	
	\$295.27	\$442.91	\$590.54	1/1/2029	12/31/2029	\$115.47	5.00%	
	\$310.04	\$465.05	\$620.07	1/1/2030	12/31/2030	\$121.25	5.00%	
Construction Manager II	\$217.35	\$326.03	\$434.70	1/1/2025	12/31/2025	\$85.00		Not Applicable
	\$228.22	\$342.33	\$456.44	1/1/2026	12/31/2026	\$89.25	5.00%	
	\$239.63	\$359.44	\$479.26	1/1/2027	12/31/2027	\$93.71	5.00%	
	\$251.61	\$377.41	\$503.22	1/1/2028	12/31/2028	\$98.40	5.00%	
	\$264.19	\$396.29	\$528.38	1/1/2029	12/31/2029	\$103.32	5.00%	
	\$277.40	\$416.10	\$554.80	1/1/2030	12/31/2030	\$108.48	5.00%	

(Add pages as necessary)

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.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**SAMPLE COST PROPOSAL****Sample Only - Required Cost Proposal Template To Be Determined By Agency****SAMPLE COST PROPOSAL 2****SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)****(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)****Note: Mark-ups are Not Allowed**

Consultant Harris & Associates ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ #10914, On-Call Construction Management Contract No. Contract Amount Date 6/20/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					132.46%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
					FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Construction Manager I	\$204.56	\$306.85	\$409.13	1/1/2025	12/31/2025	\$80.00		Not Applicable
	\$214.79	\$322.19	\$429.59	1/1/2026	12/31/2026	\$84.00	5.00%	
	\$225.53	\$338.30	\$451.07	1/1/2027	12/31/2027	\$88.20	5.00%	
	\$236.81	\$355.21	\$473.62	1/1/2028	12/31/2028	\$92.61	5.00%	
	\$248.65	\$372.97	\$497.30	1/1/2029	12/31/2029	\$97.24	5.00%	
	\$261.08	\$391.62	\$522.16	1/1/2030	12/31/2030	\$102.10	5.00%	
Sr. Construction Inspector I**	\$230.14	\$345.20	\$460.27	1/1/2025	12/31/2025	\$90.00		Not Applicable
	\$241.64	\$362.46	\$483.28	1/1/2026	12/31/2026	\$94.50	5.00%	
	\$253.72	\$380.59	\$507.45	1/1/2027	12/31/2027	\$99.23	5.00%	
	\$266.41	\$399.62	\$532.82	1/1/2028	12/31/2028	\$104.19	5.00%	
	\$279.73	\$419.60	\$559.46	1/1/2029	12/31/2029	\$109.40	5.00%	
	\$293.72	\$440.58	\$587.44	1/1/2030	12/31/2030	\$114.87	5.00%	
Constuction Inspector II**	\$217.35	\$326.03	\$434.70	1/1/2025	12/31/2025	\$85.00		Not Applicable
	\$228.22	\$342.33	\$456.44	1/1/2026	12/31/2026	\$89.25	5.00%	
	\$239.63	\$359.44	\$479.26	1/1/2027	12/31/2027	\$93.71	5.00%	

EXHIBIT A - SCOPE OF SERVICES/PYAMENT PROVISIONS

	\$251.61	\$377.41	\$503.22	1/1/2028	12/31/2028	\$98.40	5.00%	
	\$264.19	\$396.29	\$528.38	1/1/2029	12/31/2029	\$103.32	5.00%	
	\$277.40	\$416.10	\$554.80	1/1/2030	12/31/2030	\$108.48	5.00%	
Constrcution Inspector I**	\$191.78	\$287.67	\$383.56	1/1/2025	12/31/2025	\$75.00		Not Applicable
	\$201.37	\$302.05	\$402.74	1/1/2026	12/31/2026	\$78.75	5.00%	
	\$211.44	\$317.16	\$422.87	1/1/2027	12/31/2027	\$82.69	5.00%	
	\$222.01	\$333.01	\$444.02	1/1/2028	12/31/2028	\$86.82	5.00%	
	\$233.11	\$349.66	\$466.22	1/1/2029	12/31/2029	\$91.16	5.00%	
	\$244.76	\$367.15	\$489.53	1/1/2030	12/31/2030	\$95.72	5.00%	

(Add pages as necessary)

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.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Harris & Associates

RFQ #10714, On-Call

Project Number

Construction Management Services

Contract No.

0

Participation Amount

0

Date

6/20/2025

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					132.46%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Sr. Office Engineer II	\$204.56	\$306.85	\$409.13	1/1/2025	12/31/2025	\$80.00		Not Applicable
	\$214.79	\$322.19	\$429.59	1/1/2026	12/31/2026	\$84.00	5.00%	
	\$225.53	\$338.30	\$451.07	1/1/2027	12/31/2027	\$88.20	5.00%	
	\$236.81	\$355.21	\$473.62	1/1/2028	12/31/2028	\$92.61	5.00%	
	\$248.65	\$372.97	\$497.30	1/1/2029	12/31/2029	\$97.24	5.00%	
	\$261.08	\$391.62	\$522.16	1/1/2030	12/31/2030	\$102.10	5.00%	
Sr. Office Engineer I	\$191.78	\$287.67	\$383.56	1/1/2025	12/31/2025	\$75.00		Not Applicable
	\$201.37	\$302.05	\$402.74	1/1/2026	12/31/2026	\$78.75	5.00%	
	\$211.44	\$317.16	\$422.87	1/1/2027	12/31/2027	\$82.69	5.00%	
	\$222.01	\$333.01	\$444.02	1/1/2028	12/31/2028	\$86.82	5.00%	
	\$233.11	\$349.66	\$466.22	1/1/2029	12/31/2029	\$91.16	5.00%	
	\$244.76	\$367.15	\$489.53	1/1/2030	12/31/2030	\$95.72	5.00%	
Office Engineer II	\$166.21	\$249.31	\$332.42	1/1/2025	12/31/2025	\$65.00		Not Applicable
	\$174.52	\$261.78	\$349.04	1/1/2026	12/31/2026	\$68.25	5.00%	
	\$183.25	\$274.87	\$366.49	1/1/2027	12/31/2027	\$71.66	5.00%	
	\$192.41	\$288.61	\$384.82	1/1/2028	12/31/2028	\$75.25	5.00%	
	\$202.03	\$303.04	\$404.06	1/1/2029	12/31/2029	\$79.01	5.00%	
	\$212.13	\$318.19	\$424.26	1/1/2030	12/31/2030	\$82.96	5.00%	
Office Engineer I	\$153.42	\$230.14	\$306.85	1/1/2025	12/31/2025	\$60.00		Not Applicable
	\$161.09	\$241.64	\$322.19	1/1/2026	12/31/2026	\$63.00	5.00%	
	\$169.15	\$253.72	\$338.30	1/1/2027	12/31/2027	\$66.15	5.00%	
	\$177.61	\$266.41	\$355.21	1/1/2028	12/31/2028	\$69.46	5.00%	
	\$186.49	\$279.73	\$372.97	1/1/2029	12/31/2029	\$72.93	5.00%	
	\$195.81	\$293.72	\$391.62	1/1/2030	12/31/2030	\$76.58	5.00%	
Scheduler II	\$204.56	\$306.85	\$409.13	1/1/2025	12/31/2025	\$80.00		Not Applicable
	\$214.79	\$322.19	\$429.59	1/1/2026	12/31/2026	\$84.00	5.00%	
	\$225.53	\$338.30	\$451.07	1/1/2027	12/31/2027	\$88.20	5.00%	
	\$236.81	\$355.21	\$473.62	1/1/2028	12/31/2028	\$92.61	5.00%	
	\$248.65	\$372.97	\$497.30	1/1/2029	12/31/2029	\$97.24	5.00%	
	\$261.08	\$391.62	\$522.16	1/1/2030	12/31/2030	\$102.10	5.00%	

(Add pages as necessary)

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.
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4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Harris & Associates

Project Number

RFQ #10914, On-Call Construction Management

Contract No.

0

Participation Amount

0

Date

6/20/2025

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					132.46%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % = 10.00%					

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Scheduler I	\$184.11	\$276.16	\$368.22	1/1/2025	12/31/2025	\$72.00		Not Applicable
	\$193.31	\$289.97	\$386.63	1/1/2026	12/31/2026	\$75.60	5.00%	
	\$202.98	\$304.47	\$405.96	1/1/2027	12/31/2027	\$79.38	5.00%	
	\$213.13	\$319.69	\$426.26	1/1/2028	12/31/2028	\$83.35	5.00%	
	\$223.78	\$335.68	\$447.57	1/1/2029	12/31/2029	\$87.52	5.00%	
	\$234.97	\$352.46	\$469.95	1/1/2030	12/31/2030	\$91.89	5.00%	
Sr Construction Administrator II	\$184.11	\$276.16	\$368.22	1/1/2025	12/31/2025	\$72.00		Not Applicable
	\$193.31	\$289.97	\$386.63	1/1/2026	12/31/2026	\$75.60	5.00%	
	\$202.98	\$304.47	\$405.96	1/1/2027	12/31/2027	\$79.38	5.00%	
	\$213.13	\$319.69	\$426.26	1/1/2028	12/31/2028	\$83.35	5.00%	
	\$223.78	\$335.68	\$447.57	1/1/2029	12/31/2029	\$87.52	5.00%	
	\$234.97	\$352.46	\$469.95	1/1/2030	12/31/2030	\$91.89	5.00%	
Sr Construction Administrator I	\$166.21	\$249.31	\$332.42	1/1/2025	12/31/2025	\$65.00		Not Applicable
	\$174.52	\$261.78	\$349.04	1/1/2026	12/31/2026	\$68.25	5.00%	
	\$183.25	\$274.87	\$366.49	1/1/2027	12/31/2027	\$71.66	5.00%	
	\$192.41	\$288.61	\$384.82	1/1/2028	12/31/2028	\$75.25	5.00%	
	\$202.03	\$303.04	\$404.06	1/1/2029	12/31/2029	\$79.01	5.00%	
	\$212.13	\$318.19	\$424.26	1/1/2030	12/31/2030	\$82.96	5.00%	
Construction Administrator II	\$104.84	\$157.26	\$209.68	1/1/2025	12/31/2025	\$41.00		Not Applicable
	\$110.08	\$165.12	\$220.16	1/1/2026	12/31/2026	\$43.05	5.00%	
	\$115.59	\$173.38	\$231.17	1/1/2027	12/31/2027	\$45.20	5.00%	
	\$121.36	\$182.05	\$242.73	1/1/2028	12/31/2028	\$47.46	5.00%	
	\$127.43	\$191.15	\$254.87	1/1/2029	12/31/2029	\$49.84	5.00%	
	\$133.80	\$200.71	\$267.61	1/1/2030	12/31/2030	\$52.33	5.00%	
Construction Administrator I	\$86.94	\$130.41	\$173.88	1/1/2025	12/31/2025	\$34.00		Not Applicable
	\$91.29	\$136.93	\$182.57	1/1/2026	12/31/2026	\$35.70	5.00%	
	\$95.85	\$143.78	\$191.70	1/1/2027	12/31/2027	\$37.49	5.00%	
	\$100.64	\$150.97	\$201.29	1/1/2028	12/31/2028	\$39.36	5.00%	
	\$105.68	\$158.51	\$211.35	1/1/2029	12/31/2029	\$41.33	5.00%	
	\$110.96	\$166.44	\$221.92	1/1/2030	12/31/2030	\$43.39	5.00%	

(Add pages as necessary)

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.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**SAMPLE COST PROPOSAL****Sample Only - Required Cost Proposal Template To Be Determined By Agency****SAMPLE COST PROPOSAL 2****SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)****Note: Mark-ups are Not Allowed**

Consultant Harris & Associates ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
RFQ #10914, On-Call
 Project Number Construction Management Services Contract No. 0 Date 6/20/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs	IRS Rate			
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets				
Test				
Vehicle		1	1450	\$1,450
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary
- Subconsultants must provide their own cost proposals.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2


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:	Frank S. Lopez	Title:*	Vice President
Signature:		Certification Date (mm/dd/yyyy):	6/20/2025
Email:	frank.lopez@weareharris.com	Phone:	831.233.9242
Address:	60 W. Alisal Street, Ste 120, Salinas, CA 93901		

*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:

Construction Management, Inspeccion, and Administration

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)									
Note: Mark-ups are Not Allowed									
Consultant <u>Kleinfelder, Inc</u>		<input type="checkbox"/> Prime Consultant		<input checked="" type="checkbox"/> Subconsultant		<input type="checkbox"/> 2nd Tier Subconsultant			
Project No. <u>County of Monterey, DPW On-Call CM Services</u>		Contract No. <u>RFQ #10914</u>		Participation Amount <u>TBD</u>		Date <u>6/25/2025</u> <u>Revised 9/30/2025</u> <u>Revised 10/23/2025</u>			
For Combined Rate		FRINGE BENEFIT % <u>56.30%</u>		+ GENERAL & ADMINISTRATIVE % <u>90.81%</u>		= COMBINED ICR% <u>147.11%</u>			
				Fee		= 10.00%			
BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only	
	Straight	OT(1.5x)	OT(2x)	From	To				
Johan Jacobsen, PE	\$ 296.13	N/A	N/A	11/21/2025	11/20/2026	\$ 108.94	-		
Program Manager	\$ 310.94	N/A	N/A	11/21/2026	11/20/2027	\$ 114.39	5.00%	Not Applicable	
Exempt	\$ 326.48	N/A	N/A	11/21/2027	11/20/2028	\$ 120.11	5.00%		
	\$ 342.82	N/A	N/A	11/21/2028	11/20/2029	\$ 126.12	5.00%		
	\$ 359.97	N/A	N/A	11/21/2029	12/31/2030	\$ 132.43	5.00%		
Robert (Lance) Young	\$ 196.04	N/A	N/A	11/21/2025	11/20/2026	\$ 72.12	-		
Project Manager	\$ 205.85	N/A	N/A	11/21/2026	11/20/2027	\$ 75.73	5.00%	Not Applicable	
Exempt	\$ 216.15	N/A	N/A	11/21/2027	11/20/2028	\$ 79.52	5.00%		
	\$ 226.97	N/A	N/A	11/21/2028	11/20/2029	\$ 83.50	5.00%		
	\$ 238.33	N/A	N/A	11/21/2029	12/31/2030	\$ 87.68	5.00%		
Aaron Kidd	\$ 209.11	N/A	N/A	11/21/2025	11/20/2026	\$ 76.93	-		
Laboratory Manager	\$ 219.58	N/A	N/A	11/21/2026	11/20/2027	\$ 80.78	5.00%	Not Applicable	
Exempt	\$ 230.56	N/A	N/A	11/21/2027	11/20/2028	\$ 84.82	5.00%		
	\$ 242.08	N/A	N/A	11/21/2028	11/20/2029	\$ 89.06	5.00%		
	\$ 254.18	N/A	N/A	11/21/2029	12/31/2030	\$ 93.51	5.00%		
McKinney (Todd) Proctor	\$ 195.20	N/A	N/A	11/21/2025	11/20/2026	\$ 71.81	-		
Special Inspection Lead NON PW	\$ 204.95	N/A	N/A	11/21/2026	11/20/2027	\$ 75.40	5.00%	Not Applicable	
Exempt	\$ 215.20	N/A	N/A	11/21/2027	11/20/2028	\$ 79.17	5.00%		
	\$ 225.96	N/A	N/A	11/21/2028	11/20/2029	\$ 83.13	5.00%		
	\$ 237.27	N/A	N/A	11/21/2029	12/31/2030	\$ 87.29	5.00%		
Sr. Project Controls Specialist	\$ 149.50	N/A	N/A	11/21/2025	11/20/2026	\$ 55.00	-	\$45-\$65	
Sr. Project Controls Specialist	\$ 156.98	N/A	N/A	11/21/2026	11/20/2027	\$ 57.75	5.00%	Not Applicable	
Exempt	\$ 164.83	N/A	N/A	11/21/2027	11/20/2028	\$ 60.64	5.00%		
	\$ 173.07	N/A	N/A	11/21/2028	11/20/2029	\$ 63.67	5.00%		
	\$ 181.71	N/A	N/A	11/21/2029	12/31/2030	\$ 66.85	5.00%		
Project Controls Specialist	\$ 108.73	N/A	N/A	11/21/2025	11/20/2026	\$ 40.00	-	\$35-\$45	
Project Controls Specialist	\$ 114.16	N/A	N/A	11/21/2026	11/20/2027	\$ 42.00	5.00%	Not Applicable	
Exempt	\$ 119.87	N/A	N/A	11/21/2027	11/20/2028	\$ 44.10	5.00%		
	\$ 125.88	N/A	N/A	11/21/2028	11/20/2029	\$ 46.31	5.00%		
	\$ 132.19	N/A	N/A	11/21/2029	12/31/2030	\$ 48.63	5.00%		
Dispatch/Admin	\$ 86.98	\$ 130.47	\$ 173.97	11/21/2025	11/20/2026	\$ 32.00	-		
Administration	\$ 91.33	\$ 137.00	\$ 182.66	11/21/2026	11/20/2027	\$ 33.60	5.00%	\$26-\$37	
Non-Exempt	\$ 95.90	\$ 143.85	\$ 191.80	11/21/2027	11/20/2028	\$ 35.28	5.00%		
	\$ 100.68	\$ 151.02	\$ 201.36	11/21/2028	11/20/2029	\$ 37.04	5.00%		
	\$ 105.71	\$ 158.57	\$ 211.42	11/21/2029	12/31/2030	\$ 38.89	5.00%		
Masonry/Lead Inspector PW G1	\$ 228.98	\$ 343.47	\$ 457.96	11/21/2025	11/20/2026	\$ 84.24	-		
Regular Shift - NC 63-3-9-2024-1**	\$ 240.43	\$ 360.64	\$ 480.85	11/21/2026	11/20/2027	\$ 88.45	5.00%	Not Applicable	
Non-exempt	\$ 252.44	\$ 378.66	\$ 504.88	11/21/2027	11/20/2028	\$ 92.87	5.00%		
	\$ 265.05	\$ 397.58	\$ 530.11	11/21/2028	11/20/2029	\$ 97.51	5.00%		
	\$ 278.32	\$ 417.48	\$ 556.64	11/21/2029	12/31/2030	\$ 102.39	5.00%		
Building/Construction Inspector PW G2	\$ 223.55	\$ 335.32	\$ 447.09	11/21/2025	11/20/2026	\$ 82.24	-		
Regular Shift - NC 63-3-9-2024-1**	\$ 234.72	\$ 352.08	\$ 469.43	11/21/2026	11/20/2027	\$ 86.35	5.00%	Not Applicable	
Non-exempt	\$ 246.46	\$ 369.69	\$ 492.92	11/21/2027	11/20/2028	\$ 90.67	5.00%		
	\$ 258.77	\$ 388.16	\$ 517.55	11/21/2028	11/20/2029	\$ 95.20	5.00%		
	\$ 271.71	\$ 407.57	\$ 543.42	11/21/2029	12/31/2030	\$ 99.96	5.00%		

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3											
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)											
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)											
Note: Mark-ups are Not Allowed											
Consultant		<u>Kleinfelder, Inc</u>			<input type="checkbox"/> Prime Consultant		<input checked="" type="checkbox"/> Subconsultant		<input type="checkbox"/> 2nd Tier Subconsultant		
Project No.		<u>County of Monterey, DPW On-Call CM Services</u>			Contract No. <u>RFQ #10914</u>		Participation Amount <u>TBD</u>		6/25/2025 Revised 9/30/2025 Date Revised 10/23/2025		
For Combined Rate		FRINGE BENEFIT %		+		GENERAL & ADMINISTRATIVE %		=		COMBINED ICR%	
		56.30%		+		90.81%		=		147.11%	
						Fee		=		10.00%	
BILLING INFORMATION					CALCULATION INFORMATION						
Name/Job Title/Classification		Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only		
		Straight	OT(1.5x)	OT(2x)	From	To					
Soils/Asphalt Technician PW G3 Regular Shift - NC 63-3-9-2024-1** Non-exempt		\$ 203.95	\$ 305.92	\$ 407.89	11/21/2025	11/20/2026	\$ 75.03	-	Not Applicable		
		\$ 214.14	\$ 321.21	\$ 428.28	11/21/2026	11/20/2027	\$ 78.78	5.00%			
		\$ 224.85	\$ 337.28	\$ 449.70	11/21/2027	11/20/2028	\$ 82.72	5.00%			
		\$ 236.10	\$ 354.16	\$ 472.21	11/21/2028	11/20/2029	\$ 86.86	5.00%			
		\$ 247.90	\$ 371.85	\$ 495.80	11/21/2029	12/31/2030	\$ 91.20	5.00%			
Concrete ACI Inspector PW G4 Regular Shift - NC 63-3-9-2024-1** Non-exempt		\$ 187.72	\$ 281.58	\$ 375.44	11/21/2025	11/20/2026	\$ 69.06	-	Not Applicable		
		\$ 197.10	\$ 295.65	\$ 394.19	11/21/2026	11/20/2027	\$ 72.51	5.00%			
		\$ 206.96	\$ 310.45	\$ 413.93	11/21/2027	11/20/2028	\$ 76.14	5.00%			
		\$ 217.32	\$ 325.98	\$ 434.64	11/21/2028	11/20/2029	\$ 79.95	5.00%			
		\$ 228.19	\$ 342.29	\$ 456.39	11/21/2029	12/31/2030	\$ 83.95	5.00%			
Senior Technician (Non Prevailing Wage) Regular Shift NON PW Non-exempt		\$ 115.52	\$ 173.29	\$ 231.05	11/21/2025	11/20/2026	\$ 42.50	-	\$30-\$50		
		\$ 121.31	\$ 181.97	\$ 242.63	11/21/2026	11/20/2027	\$ 44.63	5.00%			
		\$ 127.38	\$ 191.06	\$ 254.75	11/21/2027	11/20/2028	\$ 46.86	5.00%			
		\$ 133.74	\$ 200.60	\$ 267.47	11/21/2028	11/20/2029	\$ 49.20	5.00%			
		\$ 140.42	\$ 210.63	\$ 280.85	11/21/2029	12/31/2030	\$ 51.66	5.00%			
NOTES:											
1. Key personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.											
2. The cost proposal format shall not be amended.											
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.											
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.											

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Kleinfelder, Inc☐

Prime Consultant

☒

Subconsultant

6/25/2025

Revised 9/30/2025

Project No. County of Monterey, DPW
On-Call CM Services

Contract No. RFQ #10914Date Revised 10/23/2025**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			per IRS rate	
Ultrasonic NDT Equipment			\$ 300.00	TBD
Skidmore Wilhelm Machine			\$ 75.00	TBD
Plan Sheets / Reproduction / Copies			at cost	TBD
Laboratory Tests	Per Unit Rates		see attachment	see attachment
Vehicle Rental/Leased Vehicle		daily	\$ 125.00	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3				
Subconsultant 4				
Subconsultant 5				

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

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

Certification of Direct Costs


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

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
- 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 Suconsultant Certifying:

Name:	<u>Mark W. Connelly</u>	Title*:	<u>Vice President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>10/23/2025</u>
Email:	<u>MConnelly@kleinfelder.com</u>	Phone Number:	<u>916-612-6536</u>
Address:	<u>3130 Kilgore Road Suite 200, Rancho Cordova, CA 95670</u>		

*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 this proposed contract:

Construction Inspection and Special Material Testing Services

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method [†]	Fee		
Standard Proctor	D698, T99	\$	305	each
Modified Proctor	D1557, T180	\$	305	each
Rapid Determination of Compaction*	D5080	\$	250	each
1-Point Proctor, Check Point	T272	\$	180	each
Proctor Oversize Correction	D4718	\$	95	each
Treated Soil Proctor	D558	\$	400	each
Minimum and Maximum Relative Density	D4254, D4253	\$	535	each
Maximum Density by Vibratory Hammer	D7382	\$	695	each
Moisture/Density, TEX 113-E	TEX113-E	\$	345	each
Moisture/Density, TEX 114-E	TEX114-E	\$	345	each
California Impact, CT 216	CT216	\$	285	each
*Field Test				

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method [†]	Fee		
Visual Classification	D2488	\$	37	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	\$	115	each
Sieve Analysis, Fine	D422, D6913, T88	\$	165	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	165	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	210	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	230	each
Water Content	D2216, D4363, T265	\$	32	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	58	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	150	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	230	each
Soil Specific Gravity	D854, T100	\$	285	each
Soil Organic Content	D2974-C	\$	160	each
Fiber Content of Peat Soils	D1997	\$	335	each
Pinhole Dispersion Classification	D4647	\$	660	each
Soil pH	D4972, G51	\$	74	each
Double Hydrometer for Dispersive Soils	D4221	\$	345	each
Crumb Test for Dispersive Soils	D6572	\$	110	each
Soil Resistivity	G187	\$	200	each
Chloride Content		\$	89	each
Sulfate Content		\$	74	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	410	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	1,195	each
Methylene Blue	C837	\$	290	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**2024 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES****SOIL TESTS (continued)**

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method[†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	440	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	820	each
Resistance R-Value	D2844	\$	410	each
Resistance R-Value of Treated Material	D2844	\$	475	each
Rock Correction for R-Value	D2844	\$	105	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	220	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	1,195	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	210	each
CT373, 1 Lime Content	CT373	\$	460	each
CT373, 3 Lime Contents	CT373	\$	1,385	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	245	each
Resilient Modulus	T307	\$	600	each
CTB Strength, Individual Specimen		\$	230	each
CTB Strength, Set of 3, Without Design		\$	525	each
CTB Complete Mix Design		\$	Inquire	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	37	each
Unconfined Compressive Strength	D2166, T208	\$	180	each
Direct Shear, 1 Point	D3080, T236	\$	190	each
Direct Shear, 3 Points	D3080, T236	\$	495	each
Direct Shear, Residual Strength, Each Point	D3080-Modified	\$	315	each
Consolidation without Time Rate Plots	D2435-Modified	\$	430	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	565	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	800	each
Collapse Potential	D5333	\$	315	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	380	each
One Dimensional Swell – Wetting After Loading	D4546-B	\$	220	each
One Dimensional Swell – Loading After Wetting	D4546-C	\$	600	each
Expansion Index	D4829	\$	245	each
Denver Swell Test		\$	220	each
Permeability, Rigid Wall	D2434	\$	565	each
Permeability, Flexible Wall	D5084-C	\$	495	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	630	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,560	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	265	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	800	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	380	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250	each

[†]**Common ASTM, AASHTO and DOT test methods.**

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250	each
Vane Shear – Motorized	D4648	\$	100	each

ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	150	each
Rock Mohs Hardness	IRSM	\$	100	each
Rock Point Load Index, per Point*	D5731	\$	68	each
Rock Slake Durability	D4644	\$	250	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	125	each
Rock Direct Tensile	D2936	\$	250	each
Rock Unconfined Compression	D7012-C	\$	315	each

Above testing fees include routine sample preparation (end grinding) and sample photographs.

**Point load and splitting tensile test fees are per break, not per set of ten.*

AGGREGATE TESTS

Test	Standard Test Method[†]	Fee		
ASR Reactivity, Long Method	C227, C1293	\$	2,135	each
ASR Reactivity, Short Method	C1260, C1567	\$	1,195	each
Cleanness Value	CT227	\$	210	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	130	each
Coarse Specific Gravity & Absorption	C127, T85	\$	125	each
Fine Specific Gravity & Absorption	C128, T84	\$	185	each
Coarse Durability	D3744, T210	\$	190	each
Fine Durability	D3744, T210	\$	190	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	120	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	130	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	370	each
Los Angeles Abrasion, Large Aggregate	C535	\$	250	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	250	each
Mortar Sand Strength	C87, CT515	\$	820	each
Organic Impurities	C40, T21	\$	125	each
Sand Equivalent	D2419, T176	\$	190	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	\$	115	each
Sieve Analysis, Fine	C136, T27	\$	165	each
Sieve Analysis, Coarse	C136, T27	\$	165	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	210	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$	190	each
Unit Weight	C29, T19	\$	84	each
Water Content	D2216, C566, T255	\$	32	each
Texas Wet Ball Mill	TEX116E	\$	380	each
Decantation Wash	TEX406A	\$	115	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	180	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

[†]**Common ASTM, AASHTO and DOT test methods.**

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**2024 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

FILTER MEDIA TESTS

Test	Standard Test Method[†]	Fee		
Filter Media, Sieve Analysis (<i>includes d10, d60, es, cu</i>)	AWWA B100	\$	230	each
Filter Media, Mohs Hardness	AWWA B100	\$	230	each
Acid Solubility	AWWA B100	\$	230	each

CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
Concrete Compression	C39	\$	42	each
Concrete Core Compression	C42	\$	105	each
Concrete Flexural Strength	C78	\$	130	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	42	each
Concrete Drying Shrinkage, set of 3*	C157	\$	640	Each
Concrete Core Thickness	C174	\$	58	each
Concrete Laboratory Trial Batch**	C192	\$	1,750	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2,400	each
Concrete Modulus of Elasticity	C469	\$	600	each
Concrete Splitting Tensile Strength	C496	\$	175	each
Concrete Absorption	C497, C642	\$	200	each
Concrete Cylinder Unit Weight	C567	\$	200	each
Non-Shrink Grout Compression	C1107, C579	\$	42	each
Shotcrete Compression	C1140, C1604	\$	89	each
Shotcrete Core Grading	ACI 506.3	\$	150	each
Concrete Paving Slab Modulus of Rupture	C1782	\$	945	each
Concrete Direct Tensile	D2936, CRD C164	\$	525	each
CLSM Compression	D4832	\$	58	each
<i>*For sets greater than 3, add \$100 per prism</i>				
<i>**Includes up to 9 cylinders or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates</i>				

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
RCC Compression	C1435/C39	\$	68	each
RCC Air Content	C1849	\$	125	each
RCC Unit Weight	C1849	\$	125	each
RCC Consistency and Density (VeBe)	C1170	\$	1,680	each
RCC Accelerated Cure	C1768 - modified	\$	790	each
RCC Trial Batch	ACI 211.1	\$	inquire	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
**2024 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**
MASONRY TESTS

Test	Standard Test Method[†]	Fee		
Masonry Grout Compression	C1019, C942	\$	42	each
Masonry Mortar Compression	C270, C780	\$	42	each
Masonry Core Compression and Shear	CA DSA	\$	210	each
Masonry Prism Compression	C1314	\$	160	each
CMU Absorption and Received Moisture	C140	\$	125	each
CMU Compression	C140	\$	130	each
CMU Dimension Verification	C140	\$	60	each
CMU Lineal Shrinkage	C426	\$	350	each

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	Standard Test Method[†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203, AI-MS-2	\$	68	each
VMA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
VFA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
Volumetric Properties (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
AC Moisture Content	T329	\$	85	each
Gradation of Extracted Aggregate	D5444	\$	160	each
AC Content by Extraction	D2172	\$	375	each
AC Content by Ignition Oven	D6307, T308	\$	200	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	440	each
Hveem Stability	D1560	\$	440	each
Hveem Stability without Compaction	D1560	\$	230	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	220	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
AC Core Thickness	D3549	\$	45	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	68	each
Unit Weight, Gyratory Method	D6925, T312	\$	400	each
Unit Weight, Hveem Method	D1561	\$	390	each
Unit Weight, Marshall Method	D6926	\$	285	each
Maximum Theoretical Specific Gravity	D2041	\$	210	each
Moisture Induced Damage	T283	\$	1,695	each
Hamburg Wheel Track, Set of 2	T324	\$	1,270	each
Index of Retained Strength	D1075	\$	1,445	each
Indirect Tensile Strength (<i>does not include compaction</i>)	D6931	\$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$	440	each
Caltrans Tensile Strength Ratio	CT371	\$	2,310	each
Caltrans Optimum Bitumen Content OGFC	CT368	\$	2,135	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

<p align="center">2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES</p>

Film Stripping	CT302	\$	190	each
Mix Design, Hveem Method	CT367	\$	Inquire	each
Mix Design, Marshall Method	AI-MS-2	\$	Inquire	each
Mix Design, Superpave Method	AI-MS-2	\$	Inquire	each

EMULSION TESTS

EMULSION TESTS				
Test	Standard Test Method[†]	Fee		
Emulsion Settlement	D6930, T59	\$	295	each
Emulsion Sieve Test	D6933, T59	\$	130	each
Emulsion Storage Stability	D6930, T59	\$	230	each
Emulsion Torsional Recovery	CT332	\$	200	each
Particle Charge	D7402, T59	\$	130	each
Residue by Evaporation	D6934, T59	\$	145	each
Saybolt Viscosity	D7946, T59	\$	200	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	440	each

METAL TESTS

BOLT TESTS				
Test	Standard Test Method[†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	300	each
Bolt Hardness	E18	\$	40	each
Bolt Proof Load	F606	\$	60	each
Bolt Wedge Tensile	F606	\$	65	each
Nut Hardness	E18	\$	40	each
Nut Proof Load	F606	\$	60	each
Washer Hardness	E18	\$	40	each
*An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.				

REINFORCING BAR TESTS				
Test	Standard Test Method[†]	Fee		
Bend	A370, E290	\$	60	each
Rebar Tensile, up to No. 11	A370, E8	\$	120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	300	each
Rebar Coupler Slip	A370, A1034, CT670	\$	225	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	150	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	350	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$	150	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	350	each
Modulus of Elasticity*	A370	\$	300	Each
Epoxy Coating Thickness	A775, A934	\$	130	each
Epoxy Coating Continuity – Holiday Test	A775, A934	\$	130	each
Epoxy Flexibility - Bending	A775, A934	\$	130	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

<i>*Machined specimens only, in addition to the tensile fee.</i>
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METAL TESTS

Test	Standard Test Method[†]	Fee		
PT Strand Tensile	A370, A1061	\$	255	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	190	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	350	each
Reduced Section Tensile*	A370	\$	250	each
Rockwell Hardness	E18	\$	40	each
Macroetch	E381	\$	500	each
Charpy Impact, Set of 3 **	A370, A673	\$	1,000	each
Galvanization Thickness	B499, E376	\$	35	each
Fireproofing Density	E605	\$	115	each
<i>*Machining test specimens is not included. Additional fees for stress-strain diagram.</i>				
<i>**Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.</i>				

MISCELLANEOUS TESTS**MISCELLANEOUS TESTS**

Test	Standard Test Method[†]	Fee		
Tensile and Elastic Modulus Polymer Composite Materials	D3039	\$	805	set/5

SAMPLE PREPARATION**SAMPLE PREPARATION**

Test	Standard Test Method[†]	Fee		
Sample Cutting and Trimming		\$	42	each
Sample Preparation		\$	75	each
Sample Remolding		\$	100	each
Contamination Fee		\$	varies	each
Sample Disposal Fee		\$	10	each

[†] Common ASTM, AASHTO and DOT test methods.
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- Those beginning with T are AASHTO methods.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Pacific Crest Engineering Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. **RFQ #10914, On-Call Construction Management** Contract No. Contract Amount Date **10/22/2025**

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Matt Maciel, Chris Johnson, & Erik Zinn	\$288.75	\$433.12	\$577.49	11/21/2025	12/31/2025	\$99.51		Not Applicable
	\$297.41	\$446.11	\$594.82	1/1/2026	12/1/2026	\$102.50	3.00%	
	\$306.33	\$459.50	\$612.66	1/1/2027	12/1/2027	\$105.57	3.00%	
	\$315.52	\$473.28	\$631.04	1/1/2028	12/1/2028	\$108.74	3.00%	
	\$324.99	\$487.48	\$649.97	1/1/2029	12/1/2029	\$112.00	3.00%	
	\$334.74	\$502.11	\$669.47	1/1/2030	12/31/2030	\$115.36	3.00%	
Principal Engineer/Geologist								
Elizabeth Mitchell	\$233.47	\$350.20	\$466.94	11/21/2025	12/31/2025	\$80.46		Not Applicable
	\$240.47	\$360.71	\$480.95	1/1/2026	12/1/2026	\$82.87	3.00%	
	\$247.69	\$371.53	\$495.38	1/1/2027	12/1/2027	\$85.36	3.00%	
	\$255.12	\$382.68	\$510.24	1/1/2028	12/1/2028	\$87.92	3.00%	
	\$262.77	\$394.16	\$525.55	1/1/2029	12/1/2029	\$90.56	3.00%	
	\$270.66	\$405.98	\$541.31	1/1/2030	12/31/2030	\$93.28	3.00%	
Associate Engineer								
Cara Al-lami & Ben Andrews	\$145.96	\$218.93	\$291.91	11/21/2025	12/31/2025	\$50.30		Not Applicable
	\$150.33	\$225.50	\$300.67	1/1/2026	12/1/2026	\$51.81	3.00%	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Senior Engineer/Geologist	\$154.84	\$232.27	\$309.69	1/1/2027	12/1/2027	\$53.36	3.00%	
	\$159.49	\$239.23	\$318.98	1/1/2028	12/1/2028	\$54.96	3.00%	
	\$164.27	\$246.41	\$328.55	1/1/2029	12/1/2029	\$56.61	3.00%	
	\$169.20	\$253.80	\$338.40	1/1/2030	12/31/2030	\$58.31	3.00%	
J. Ismael Pedraza, Lennin Naranjo, Marcos Rodriguez	\$126.96	\$190.44	\$253.92	11/21/2025	12/31/2025	\$43.75		Not Applicable
	\$130.77	\$196.15	\$261.53	1/1/2026	12/1/2026	\$45.07	3.00%	
	\$134.69	\$202.03	\$269.38	1/1/2027	12/1/2027	\$46.42	3.00%	
	\$138.73	\$208.10	\$277.46	1/1/2028	12/1/2028	\$47.81	3.00%	
	\$142.89	\$214.34	\$285.78	1/1/2029	12/1/2029	\$49.24	3.00%	
	\$147.18	\$220.77	\$294.36	1/1/2030	12/31/2030	\$50.72	3.00%	
Staff Engineer/Geologist								
Jennifer Olds & Jennifer Alvarez	\$129.44	\$194.17	\$258.89	11/21/2025	12/31/2025	\$44.61		Not Applicable
	\$133.33	\$199.99	\$266.66	1/1/2026	12/1/2026	\$45.95	3.00%	
	\$137.33	\$205.99	\$274.66	1/1/2027	12/1/2027	\$47.33	3.00%	
	\$141.45	\$212.17	\$282.89	1/1/2028	12/1/2028	\$48.75	3.00%	
	\$145.69	\$218.54	\$291.38	1/1/2029	12/1/2029	\$50.21	3.00%	
	\$150.06	\$225.09	\$300.12	1/1/2030	12/31/2030	\$51.72	3.00%	
Administration								

(Add pages as necessary)

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.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project Number RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Carlie Bonita & Brian Apolinario	\$108.73	\$163.09	\$217.45	11/21/2025	12/31/2025	\$37.47		Not Applicable
	\$111.99	\$167.98	\$223.98	1/1/2026	12/31/2026	\$38.59	3.00%	
	\$115.35	\$173.02	\$230.70	1/1/2027	12/31/2027	\$39.75	3.00%	
	\$118.81	\$178.21	\$237.62	1/1/2028	12/31/2028	\$40.94	3.00%	
	\$122.37	\$183.56	\$244.74	1/1/2029	12/31/2029	\$42.17	3.00%	
Lab Technician	\$126.04	\$189.07	\$252.09	1/1/2030	12/31/2030	\$43.44	3.00%	
Chris Clary – Field Technician Supervisor	\$123.52	\$185.29	\$247.05	11/21/2025	12/31/2025	\$42.57		Not Applicable
	\$127.23	\$190.85	\$254.46	1/1/2026	12/31/2026	\$43.85	3.00%	
	\$131.05	\$196.57	\$262.10	1/1/2027	12/31/2027	\$45.16	3.00%	
	\$134.98	\$202.47	\$269.96	1/1/2028	12/31/2028	\$46.52	3.00%	
	\$139.03	\$208.54	\$278.06	1/1/2029	12/31/2029	\$47.91	3.00%	
Technician - Regular Time	\$143.20	\$214.80	\$286.40	1/1/2030	12/31/2030	\$49.35	3.00%	
Ryan Legions – Field Technician	\$89.37	\$134.06	\$178.74	11/21/2025	12/31/2025	\$30.80		Not Applicable
	\$92.05	\$138.08	\$184.11	1/1/2026	12/31/2026	\$31.72	3.00%	
	\$94.81	\$142.22	\$189.63	1/1/2027	12/31/2027	\$32.68	3.00%	
	\$97.66	\$146.49	\$195.32	1/1/2028	12/31/2028	\$33.66	3.00%	
	\$100.59	\$150.88	\$201.18	1/1/2029	12/31/2029	\$34.67	3.00%	
Technician - Regular Time	\$103.61	\$155.41	\$207.21	1/1/2030	12/31/2030	\$35.71	3.00%	
Edward Carrillo – Field Technician	\$113.89	\$170.84	\$227.78	11/21/2025	12/31/2025	\$39.25		Not Applicable
	\$117.31	\$175.96	\$234.62	1/1/2026	12/31/2026	\$40.43	3.00%	
	\$120.83	\$181.24	\$241.65	1/1/2027	12/31/2027	\$41.64	3.00%	
	\$124.45	\$186.68	\$248.90	1/1/2028	12/31/2028	\$42.89	3.00%	
	\$128.19	\$192.28	\$256.37	1/1/2029	12/31/2029	\$44.18	3.00%	
Technician - Regular Time	\$132.03	\$198.05	\$264.06	1/1/2030	12/31/2030	\$45.50	3.00%	
Zachary Detter – Field Technician	\$96.02	\$144.03	\$192.03	11/21/2025	12/31/2025	\$33.09		Not Applicable
	\$98.90	\$148.35	\$197.79	1/1/2026	12/31/2026	\$34.08	3.00%	
	\$101.86	\$152.80	\$203.73	1/1/2027	12/31/2027	\$35.11	3.00%	
	\$104.92	\$157.38	\$209.84	1/1/2028	12/31/2028	\$36.16	3.00%	
	\$108.07	\$162.10	\$216.14	1/1/2029	12/31/2029	\$37.24	3.00%	
Technician - Regular Time	\$111.31	\$166.96	\$222.62	1/1/2030	12/31/2030	\$38.36	3.00%	

(Add pages as necessary)

NOTES:

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Pacific Crest Engineering Inc.

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project Number

RFQ #10914, On-Call
Construction Management

Contract No.

0 Participation Amount

0

Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Brian Apolinario – Field Technician	\$101.36	\$152.03	\$202.71	11/21/2025	12/31/2025	\$34.93		Not Applicable
	\$104.40	\$156.60	\$208.79	1/1/2026	12/31/2026	\$35.98	3.00%	
	\$107.53	\$161.29	\$215.06	1/1/2027	12/31/2027	\$37.06	3.00%	
	\$110.75	\$166.13	\$221.51	1/1/2028	12/31/2028	\$38.17	3.00%	
	\$114.08	\$171.12	\$228.15	1/1/2029	12/31/2029	\$39.31	3.00%	
Technician - Regular Time	\$117.50	\$176.25	\$235.00	1/1/2030	12/31/2030	\$40.49	3.00%	
Daniel Oliveira – Field Technician	\$87.31	\$130.97	\$174.62	11/21/2025	12/31/2025	\$30.09		Not Applicable
	\$89.93	\$134.90	\$179.86	1/1/2026	12/31/2026	\$30.99	3.00%	
	\$92.63	\$138.94	\$185.26	1/1/2027	12/31/2027	\$31.92	3.00%	
	\$95.41	\$143.11	\$190.82	1/1/2028	12/31/2028	\$32.88	3.00%	
	\$98.27	\$147.41	\$196.54	1/1/2029	12/31/2029	\$33.87	3.00%	
Technician - Regular Time	\$101.22	\$151.83	\$202.44	1/1/2030	12/31/2030	\$34.88	3.00%	
J. Pedraza – Field Technician	\$111.13	\$166.70	\$222.27	11/21/2025	12/31/2025	\$38.30		Not Applicable
	\$114.47	\$171.70	\$228.94	1/1/2026	12/31/2026	\$39.45	3.00%	
	\$117.90	\$176.85	\$235.81	1/1/2027	12/31/2027	\$40.63	3.00%	
	\$121.44	\$182.16	\$242.88	1/1/2028	12/31/2028	\$41.85	3.00%	
	\$125.08	\$187.62	\$250.17	1/1/2029	12/31/2029	\$43.11	3.00%	
Technician - Regular Time	\$128.84	\$193.25	\$257.67	1/1/2030	12/31/2030	\$44.40	3.00%	
Justin Hannah – Field Technician	\$92.85	\$139.28	\$185.71	11/21/2025	12/31/2025	\$32.00		Not Applicable
	\$95.64	\$143.46	\$191.28	1/1/2026	12/31/2026	\$32.96	3.00%	
	\$98.51	\$147.76	\$197.02	1/1/2027	12/31/2027	\$33.95	3.00%	
	\$101.46	\$152.20	\$202.93	1/1/2028	12/31/2028	\$34.97	3.00%	
	\$104.51	\$156.76	\$209.02	1/1/2029	12/31/2029	\$36.02	3.00%	
Technician - Regular Time	\$107.64	\$161.46	\$215.29	1/1/2030	12/31/2030	\$37.10	3.00%	
Josh Silva – Field Technician	\$87.05	\$130.58	\$174.10	11/21/2025	12/31/2025	\$30.00		Not Applicable
	\$89.66	\$134.49	\$179.32	1/1/2026	12/31/2026	\$30.90	3.00%	
	\$92.35	\$138.53	\$184.70	1/1/2027	12/31/2027	\$31.83	3.00%	
	\$95.12	\$142.68	\$190.25	1/1/2028	12/31/2028	\$32.78	3.00%	
	\$97.98	\$146.96	\$195.95	1/1/2029	12/31/2029	\$33.77	3.00%	
Technician - Regular Time	\$100.92	\$151.37	\$201.83	1/1/2030	12/31/2030	\$34.78	3.00%	

(Add pages as necessary)

NOTES:

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- The cost proposal format shall not be amended.
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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project Number RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Lennin Naranjo – Field Technician	\$89.95	\$134.93	\$179.90	11/21/2025	12/31/2025	\$31.00		Not Applicable
	\$92.65	\$138.98	\$185.30	1/1/2026	12/31/2026	\$31.93	3.00%	
	\$95.43	\$143.15	\$190.86	1/1/2027	12/31/2027	\$32.89	3.00%	
	\$98.29	\$147.44	\$196.59	1/1/2028	12/31/2028	\$33.87	3.00%	
	\$101.24	\$151.86	\$202.48	1/1/2029	12/31/2029	\$34.89	3.00%	
Technician - Regular Time	\$104.28	\$156.42	\$208.56	1/1/2030	12/31/2030	\$35.94	3.00%	
Chris Clary – Field Technician Supervisor**	\$223.46	\$335.19	\$446.92	11/21/2025	12/31/2025	\$77.01		Not Applicable
	\$230.16	\$345.24	\$460.33	1/1/2026	12/31/2026	\$79.32	3.00%	
	\$237.07	\$355.60	\$474.14	1/1/2027	12/31/2027	\$81.70	3.00%	
	\$244.18	\$366.27	\$488.36	1/1/2028	12/31/2028	\$84.15	3.00%	
	\$251.51	\$377.26	\$503.01	1/1/2029	12/31/2029	\$86.68	3.00%	
Technician - PW Group 3	\$259.05	\$388.58	\$518.10	1/1/2030	12/31/2030	\$89.28	3.00%	
Ryan Legions – Field Technician**	\$217.39	\$326.09	\$434.79	11/21/2025	12/31/2025	\$74.92		Not Applicable
	\$223.92	\$335.87	\$447.83	1/1/2026	12/31/2026	\$77.17	3.00%	
	\$230.63	\$345.95	\$461.27	1/1/2027	12/31/2027	\$79.48	3.00%	
	\$237.55	\$356.33	\$475.11	1/1/2028	12/31/2028	\$81.87	3.00%	
	\$244.68	\$367.02	\$489.36	1/1/2029	12/31/2029	\$84.32	3.00%	
Technician - PW Group 3	\$252.02	\$378.03	\$504.04	1/1/2030	12/31/2030	\$86.85	3.00%	
Edward Carrillo - Field Technician**	\$225.00	\$337.50	\$449.99	11/21/2025	12/31/2025	\$77.54		Not Applicable
	\$231.75	\$347.62	\$463.49	1/1/2026	12/31/2026	\$79.87	3.00%	
	\$238.70	\$358.05	\$477.40	1/1/2027	12/31/2027	\$82.26	3.00%	
	\$245.86	\$368.79	\$491.72	1/1/2028	12/31/2028	\$84.73	3.00%	
	\$253.24	\$379.85	\$506.47	1/1/2029	12/31/2029	\$87.27	3.00%	
Technician - PW Group 3	\$260.83	\$391.25	\$521.67	1/1/2030	12/31/2030	\$89.89	3.00%	
Zachary Dettler – Field Technician**	\$198.59	\$297.89	\$397.18	11/21/2025	12/31/2025	\$68.44		Not Applicable
	\$204.55	\$306.82	\$409.10	1/1/2026	12/31/2026	\$70.49	3.00%	
	\$210.69	\$316.03	\$421.37	1/1/2027	12/31/2027	\$72.61	3.00%	
	\$217.01	\$325.51	\$434.01	1/1/2028	12/31/2028	\$74.79	3.00%	
	\$223.52	\$335.28	\$447.03	1/1/2029	12/31/2029	\$77.03	3.00%	
Technician - PW Group 3	\$230.22	\$345.33	\$460.44	1/1/2030	12/31/2030	\$79.34	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project Number RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Brian Apolinario – Field Technician**	\$212.20	\$318.30	\$424.40	11/21/2025	12/31/2025	\$73.13		Not Applicable
	\$218.57	\$327.85	\$437.13	1/1/2026	12/31/2026	\$75.32	3.00%	
	\$225.12	\$337.69	\$450.25	1/1/2027	12/31/2027	\$77.58	3.00%	
	\$231.88	\$347.82	\$463.75	1/1/2028	12/31/2028	\$79.91	3.00%	
	\$238.83	\$358.25	\$477.67	1/1/2029	12/31/2029	\$82.31	3.00%	
Technician - PW Group 3	\$246.00	\$369.00	\$492.00	1/1/2030	12/31/2030	\$84.78	3.00%	
Daniel Oliveira – Field Technician**	\$209.39	\$314.08	\$418.77	11/21/2025	12/31/2025	\$72.16		Not Applicable
	\$215.67	\$323.50	\$431.34	1/1/2026	12/31/2026	\$74.32	3.00%	
	\$222.14	\$333.21	\$444.28	1/1/2027	12/31/2027	\$76.55	3.00%	
	\$228.80	\$343.20	\$457.60	1/1/2028	12/31/2028	\$78.85	3.00%	
	\$235.67	\$353.50	\$471.33	1/1/2029	12/31/2029	\$81.22	3.00%	
Technician - PW Group 3	\$242.74	\$364.10	\$485.47	1/1/2030	12/31/2030	\$83.65	3.00%	
J. Pedraza – Field Technician**	\$212.78	\$319.17	\$425.56	11/21/2025	12/31/2025	\$73.33		Not Applicable
	\$219.16	\$328.75	\$438.33	1/1/2026	12/31/2026	\$75.53	3.00%	
	\$225.74	\$338.61	\$451.48	1/1/2027	12/31/2027	\$77.80	3.00%	
	\$232.51	\$348.77	\$465.02	1/1/2028	12/31/2028	\$80.13	3.00%	
	\$239.49	\$359.23	\$478.97	1/1/2029	12/31/2029	\$82.53	3.00%	
Technician - PW Group 3	\$246.67	\$370.01	\$493.34	1/1/2030	12/31/2030	\$85.01	3.00%	
Justin Hannah – Field Technician**	\$237.71	\$356.56	\$475.41	11/21/2025	12/31/2025	\$81.92		Not Applicable
	\$244.84	\$367.26	\$489.68	1/1/2026	12/31/2026	\$84.38	3.00%	
	\$252.18	\$378.27	\$504.37	1/1/2027	12/31/2027	\$86.91	3.00%	
	\$259.75	\$389.62	\$519.50	1/1/2028	12/31/2028	\$89.52	3.00%	
	\$267.54	\$401.31	\$535.08	1/1/2029	12/31/2029	\$92.20	3.00%	
Technician - PW Group 3	\$275.57	\$413.35	\$551.13	1/1/2030	12/31/2030	\$94.97	3.00%	
Josh Silva – Field Technician**	\$220.21	\$330.31	\$440.42	11/21/2025	12/31/2025	\$75.89		Not Applicable
	\$226.82	\$340.22	\$453.63	1/1/2026	12/31/2026	\$78.17	3.00%	
	\$233.62	\$350.43	\$467.24	1/1/2027	12/31/2027	\$80.51	3.00%	
	\$240.63	\$360.94	\$481.26	1/1/2028	12/31/2028	\$82.93	3.00%	
	\$247.85	\$371.77	\$495.69	1/1/2029	12/31/2029	\$85.41	3.00%	
Technician - PW Group 3	\$255.28	\$382.92	\$510.57	1/1/2030	12/31/2030	\$87.98	3.00%	

(Add pages as necessary)

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- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project Number RFQ #10914, On-Call Contract No. 0 Participation Amount 0 Date 10/22/2025
 Construction Management

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Lennin Naranjo – Field Technician	\$220.21	\$330.31	\$440.42	11/21/2025	12/31/2025	\$75.89		Not Applicable
	\$226.82	\$340.22	\$453.63	1/1/2026	12/31/2026	\$78.17	3.00%	
	\$233.62	\$350.43	\$467.24	1/1/2027	12/31/2027	\$80.51	3.00%	
	\$240.63	\$360.94	\$481.26	1/1/2028	12/31/2028	\$82.93	3.00%	
	\$247.85	\$371.77	\$495.69	1/1/2029	12/31/2029	\$85.41	3.00%	
Technician - PW Group 3	\$255.28	\$382.92	\$510.57	1/1/2030	12/31/2030	\$87.98	3.00%	
Chris Clary – Field Technician Supervisor**	\$206.14	\$309.20	\$412.27	11/21/2025	12/31/2025	\$71.04		Not Applicable
	\$212.32	\$318.48	\$424.64	1/1/2026	12/31/2026	\$73.17	3.00%	
	\$218.69	\$328.03	\$437.38	1/1/2027	12/31/2027	\$75.37	3.00%	
	\$225.25	\$337.88	\$450.50	1/1/2028	12/31/2028	\$77.63	3.00%	
	\$232.01	\$348.01	\$464.02	1/1/2029	12/31/2029	\$79.96	3.00%	
Technician - PW Group 4	\$238.97	\$358.45	\$477.94	1/1/2030	12/31/2030	\$82.35	3.00%	
Ryan Legions – Field Technician**	\$200.07	\$300.11	\$400.14	11/21/2025	12/31/2025	\$68.95		Not Applicable
	\$206.07	\$309.11	\$412.15	1/1/2026	12/31/2026	\$71.02	3.00%	
	\$212.26	\$318.38	\$424.51	1/1/2027	12/31/2027	\$73.15	3.00%	
	\$218.62	\$327.94	\$437.25	1/1/2028	12/31/2028	\$75.34	3.00%	
	\$225.18	\$337.77	\$450.36	1/1/2029	12/31/2029	\$77.60	3.00%	
Technician - PW Group 4	\$231.94	\$347.91	\$463.88	1/1/2030	12/31/2030	\$79.93	3.00%	
Edward Carrillo - Field Technician**	\$207.67	\$311.51	\$415.35	11/21/2025	12/31/2025	\$71.57		Not Applicable
	\$213.90	\$320.86	\$427.81	1/1/2026	12/31/2026	\$73.72	3.00%	
	\$220.32	\$330.48	\$440.64	1/1/2027	12/31/2027	\$75.93	3.00%	
	\$226.93	\$340.40	\$453.86	1/1/2028	12/31/2028	\$78.21	3.00%	
	\$233.74	\$350.61	\$467.48	1/1/2029	12/31/2029	\$80.55	3.00%	
Technician - PW Group 4	\$240.75	\$361.13	\$481.50	1/1/2030	12/31/2030	\$82.97	3.00%	
Zachary Dettner – Field Technician**	\$181.27	\$271.90	\$362.54	11/21/2025	12/31/2025	\$62.47		Not Applicable
	\$186.71	\$280.06	\$373.41	1/1/2026	12/31/2026	\$64.34	3.00%	
	\$192.31	\$288.46	\$384.62	1/1/2027	12/31/2027	\$66.27	3.00%	
	\$198.08	\$297.12	\$396.15	1/1/2028	12/31/2028	\$68.26	3.00%	
	\$204.02	\$306.03	\$408.04	1/1/2029	12/31/2029	\$70.31	3.00%	
Technician - PW Group 4	\$210.14	\$315.21	\$420.28	1/1/2030	12/31/2030	\$72.42	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project Number RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % =					10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Brian Apolinario – Field Technician**	\$194.88	\$292.32	\$389.76	11/21/2025	12/31/2025	\$67.16		Not Applicable
	\$200.72	\$301.09	\$401.45	1/1/2026	12/31/2026	\$69.17	3.00%	
	\$206.75	\$310.12	\$413.49	1/1/2027	12/31/2027	\$71.25	3.00%	
	\$212.95	\$319.42	\$425.90	1/1/2028	12/31/2028	\$73.39	3.00%	
	\$219.34	\$329.00	\$438.67	1/1/2029	12/31/2029	\$75.59	3.00%	
Technician - PW Group 4	\$225.92	\$338.87	\$451.83	1/1/2030	12/31/2030	\$77.86	3.00%	
Daniel Oliveira – Field Technician**	\$192.06	\$288.09	\$384.13	11/21/2025	12/31/2025	\$66.19		Not Applicable
	\$197.82	\$296.74	\$395.65	1/1/2026	12/31/2026	\$68.18	3.00%	
	\$203.76	\$305.64	\$407.52	1/1/2027	12/31/2027	\$70.22	3.00%	
	\$209.87	\$314.81	\$419.74	1/1/2028	12/31/2028	\$72.33	3.00%	
	\$216.17	\$324.25	\$432.34	1/1/2029	12/31/2029	\$74.50	3.00%	
Technician - PW Group 4	\$222.65	\$333.98	\$445.31	1/1/2030	12/31/2030	\$76.73	3.00%	
J. Pedraza – Field Technician**	\$195.46	\$293.19	\$390.92	11/21/2025	12/31/2025	\$67.36		Not Applicable
	\$201.32	\$301.98	\$402.64	1/1/2026	12/31/2026	\$69.38	3.00%	
	\$207.36	\$311.04	\$414.72	1/1/2027	12/31/2027	\$71.46	3.00%	
	\$213.58	\$320.37	\$427.16	1/1/2028	12/31/2028	\$73.61	3.00%	
	\$219.99	\$329.98	\$439.98	1/1/2029	12/31/2029	\$75.81	3.00%	
Technician - PW Group 4	\$226.59	\$339.88	\$453.18	1/1/2030	12/31/2030	\$78.09	3.00%	
Justin Hannah – Field Technician**	\$220.38	\$330.58	\$440.77	11/21/2025	12/31/2025	\$75.95		Not Applicable
	\$226.99	\$340.49	\$453.99	1/1/2026	12/31/2026	\$78.23	3.00%	
	\$233.80	\$350.71	\$467.61	1/1/2027	12/31/2027	\$80.58	3.00%	
	\$240.82	\$361.23	\$481.64	1/1/2028	12/31/2028	\$82.99	3.00%	
	\$248.04	\$372.07	\$496.09	1/1/2029	12/31/2029	\$85.48	3.00%	
Technician - PW Group 4	\$255.48	\$383.23	\$510.97	1/1/2030	12/31/2030	\$88.05	3.00%	
Josh Silva – Field Technician**	\$203.15	\$304.72	\$406.29	11/21/2025	12/31/2025	\$70.01		Not Applicable
	\$209.24	\$313.86	\$418.48	1/1/2026	12/31/2026	\$72.11	3.00%	
	\$215.52	\$323.28	\$431.04	1/1/2027	12/31/2027	\$74.27	3.00%	
	\$221.98	\$332.98	\$443.97	1/1/2028	12/31/2028	\$76.50	3.00%	
	\$228.64	\$342.97	\$457.29	1/1/2029	12/31/2029	\$78.80	3.00%	
Technician - PW Group 4	\$235.50	\$353.26	\$471.01	1/1/2030	12/31/2030	\$81.16	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project Number RFQ #10914, On-Call Construction Management Contract No. 0 ²Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%
FEE % = 10.00%					

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Lennin Naranjo – Field Technician	\$202.89	\$304.33	\$405.77	11/21/2025	12/31/2025	\$69.92		Not Applicable
	\$208.97	\$313.46	\$417.95	1/1/2026	12/31/2026	\$72.02	3.00%	
	\$215.24	\$322.86	\$430.48	1/1/2027	12/31/2027	\$74.18	3.00%	
	\$221.70	\$332.55	\$443.40	1/1/2028	12/31/2028	\$76.40	3.00%	
	\$228.35	\$342.53	\$456.70	1/1/2029	12/31/2029	\$78.70	3.00%	
Technician - PW Group 4	\$235.20	\$352.80	\$470.40	1/1/2030	12/31/2030	\$81.06	3.00%	
	\$0.00	\$0.00	\$0.00	11/21/2025	12/31/2025			Not Applicable
	\$0.00	\$0.00	\$0.00	1/1/2026	12/31/2026	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2027	12/31/2027	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2028	12/31/2028	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2030	12/31/2030	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	11/21/2025	12/31/2025			Not Applicable
	\$0.00	\$0.00	\$0.00	1/1/2026	12/31/2026	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2027	12/31/2027	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2028	12/31/2028	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2030	12/31/2030	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	11/21/2025	12/31/2025			Not Applicable
	\$0.00	\$0.00	\$0.00	1/1/2026	12/31/2026	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2027	12/31/2027	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2028	12/31/2028	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2030	12/31/2030	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	11/21/2025	12/31/2025			Not Applicable
	\$0.00	\$0.00	\$0.00	1/1/2026	12/31/2026	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2027	12/31/2027	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2028	12/31/2028	\$0.00	3.00%	
	\$0.00	\$0.00	\$0.00	1/1/2030	12/31/2030	\$0.00	3.00%	

(Add pages as necessary)

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.
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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**SAMPLE COST PROPOSAL****Sample Only - Required Cost Proposal Template To Be Determined By Agency****SAMPLE COST PROPOSAL 2****SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)****(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)****Note: Mark-ups are Not Allowed**

Consultant Pacific Crest Engineering Inc.
 Project Number RFQ #10914, On-Call
Construction Management Contract No. _____

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

 0 Date 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Atterberg Limits (ASTM D4318)			\$230.00	
Laboratory Test - Gradation of Soil (ASTM D422 / CT 202)			\$150.00	
Laboratory Test - Material Finer Than #200 Sieve (ASTM D1140)			\$115.00	
Laboratory Test - Gradation of Aggregate (ASTM C136 / CT 202 / AASHTO T27)			\$180.00	
Laboratory Test - Moisture Determination (ASTM D-2216 / AASHTO T265 / CT 226)			\$35.00	
Laboratory Test - R-Value of Native Soil (ASTM D-2844 / AASHTO T190 / CT 301)			\$400.00	
Laboratory Test - Sand Equivalent (ASTM D-2419 / CT 217 / AASHTO T176)			\$165.00	
Laboratory Test - Cleanliness Value of Coarse Aggregate (CT 227)			\$175.00	
Laboratory Test - Durability Index (CT 229)			\$185.00	
Laboratory Test - Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C131 (Small Aggregate)			\$375.00	
Laboratory Test - Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Aggregate)			\$690.00	
Laboratory Test - Absorption, Coarse Aggregate, CT 206			\$100.00	

Note: Add additional pages if necessary.

NOTES:

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

Project Number RFQ #10914, On-Call Construction Management Contract No. _____

Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

0

Date 10/22/2025**SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)**

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Absorption, Fine Aggregate, CT 207			\$150.00	
Laboratory Test - Clay Lumps and Friable Particles in Aggregate, AASHTO T112			\$145.00	
Laboratory Test - Soundness, CT 214			\$425.00	
Laboratory Test - Percent Crushed Particles, CT 205			\$145.00	
Laboratory Test - Flat and Elongated Particles, ASTM D-4791			\$145.00	
Laboratory Test - Fine Aggregate Angularity, AASHTO T304, Method A			\$285.00	
Laboratory Test - Unit Weight of Aggregate			\$125.00	
Laboratory Test - CSS/FDR Mix Design (per sample)			\$2,700.00	
Laboratory Test - Compaction Curve for Soil Using Modified Effort, 4" Mold, ASTM D1557/AASHTO T180			\$300.00	
Laboratory Test - Compaction Curve for Soil Using Modified Effort, 6" Mold, ASTM D1557/AASHTO T180			\$325.00	
Laboratory Test - Cal-Impact Test - Performed In Lab, CT 216 <input type="checkbox"/>			\$325.00	
Laboratory Test - Cal-Impact Test - Performed In Field, CT 216 <input type="checkbox"/>			\$350.00	

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Consultant Pacific Crest Engineering Inc.
RFQ #10914, On-Call
 Project Number Construction Management Contract No. _____

Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

0

Date 10/22/2025**SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)**

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Compressive Strength of Concrete, ASTM C-39 (per cylinder)			\$75.00	
Laboratory Test - Compressive Strength of Concrete, ASTM C-39, CT 521 (capped, per			\$85.00	
Laboratory Test - Compressive Strength of Shotcrete, ASTM C-1140 (per core, sulfur capped)			\$120.00	
Laboratory Test - Compressive Strength of Mortar, ASTM C-109 (per cube)			\$65.00	
Laboratory Test - Compressive Strength of Grout, ASTM C-1019 (per specimen)			\$70.00	
Laboratory Test - Compressive Strength of Slurry/CLSM, ASTM D-4832 (capped, per			\$90.00	
Laboratory Test - Compressive Strength Testing of Cellular Concrete, ASTM C-495 (per			\$115.00	
Laboratory Test - Compressive Strength of Lightweight Insulating Concrete, ASTM C-495			\$50.00	
Laboratory Test - Compressive Strength Testing/4-inch prism, ASTM C-39			\$75.00	
Laboratory Test - Flexural Strength of Concrete, CT 523			\$175.00	
Laboratory Test - Soundness of Aggregate, ASTM C-88/CT 214			\$195.00	
Laboratory Test - Measuring Thickness of Concrete Elements, ASTM C-174			\$80.00	

Note: Add additional pages if necessary.

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Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
RFQ #10914, On-Call
 Project Number Construction Management Services Contract No. 0 Date 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Evaporable Moisture Content, ASTM C-566			\$125.00	
Laboratory Test - Determining Density of Structural Lightweight Concrete, ASTM C-567			\$100.00	
Laboratory Test - Specific Gravity & Absorption of Coarse Aggregate, ASTM C127/AASHTO T84			\$200.00	
Laboratory Test - Specific Gravity & Absorption of Fine Aggregate, ASTM C128/AASHTO T85			\$220.00	
Laboratory Test - Bulk Density of Concrete (Unit Weight), ASTM C-29			\$150.00	
Laboratory Test - Organic Impurities in Fine Aggregate for Concrete, ASTM C-40			\$100.00	
Laboratory Test - Concrete Shrinkage, ASTM C-157, Set of 3			\$400.00	
Laboratory Test - Length Change of Concrete, CT 537 (set of 3)			\$400.00	
Laboratory Test - Concrete Storage Processing and Disposal			\$35.00	
Laboratory Test - Shotcrete Specimen Casting Boxes			\$65.00	
Laboratory Test - Bulk Specific Gravity of Compacted HMA, ASTM D-1188/AASHTO T275			\$85.00	
Laboratory Test - Moisture Content of HMA, AASHTO T329			\$50.00	

Note: Add additional pages if necessary.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Pacific Crest Engineering Inc.

RFQ #10914, On-Call

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project Number

Construction Management Services

Contract No.

0

Date

10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Theoretical Maximum Density, ASTM D-2041/CT 309/T209			\$175.00	
Laboratory Test - Asphalt Binder Content, AASHTO T308			\$285.00	
Laboratory Test - Asphalt Binder Content Correction Value, Per Mix Design, Average of 3			\$825.00	
Laboratory Test - HMA Storage Processing and Disposal (per set, 1 year storage)			\$40.00	
Laboratory Test - Percent Air Voids, T269			\$40.00	

Note: Add additional pages if necessary.

NOTES:

1.

List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2.

Proposed ODC items should be consistently billed regardless of client and contract type.
3.

Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4.

Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5.

Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6.

Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7.

If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8.

If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9.

The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10.

Add additional pages if necessary
11.

Subconsultants must provide their own cost proposals.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

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:	Matt Maciel, PE, GE	Title:*	President/Principal Geotechnical Engineer
Signature:		Certification Date (mm/dd/yyyy):	9/30/2025
Email:	matt@pacengineering.net	Phone:	831-722-9446
Address:	444 Airport Blvd. Suite 106, Watsonville, CA 95076		

*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, Geology, Special Inspections, and Materials Testing

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Whitson and Associates, Inc. dba Whitson Engineers ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. County of Monterey On-Call 4362 Contract No. Contract Amount Date 5/28/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					129.36%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Richard Weber - Principal	\$365.83	\$548.74	\$731.66	4/1/2024	3/31/2025	\$145.00		Not Applicable
	\$384.12	\$576.18	\$768.24	4/1/2025	3/31/2026	\$152.25	5.00%	
	\$403.33	\$604.99	\$806.65	4/1/2026	3/31/2027	\$159.86	5.00%	
	\$423.49	\$635.24	\$846.99	4/1/2027	3/31/2028	\$167.86	5.00%	
	\$444.67	\$667.00	\$889.34	4/1/2028	3/31/2029	\$176.25	5.00%	
	\$466.90	\$700.35	\$933.80	4/1/2029	12/31/2030	\$185.06	5.00%	
Chuck Pugh - Land Survey Manager	\$191.74	\$287.62	\$383.49	4/1/2024	3/31/2025	\$76.00		Not Applicable
	\$201.33	\$302.00	\$402.66	4/1/2025	3/31/2026	\$79.80	5.00%	
	\$211.40	\$317.10	\$422.80	4/1/2026	3/31/2027	\$83.79	5.00%	
	\$221.97	\$332.95	\$443.94	4/1/2027	3/31/2028	\$87.98	5.00%	
	\$233.07	\$349.60	\$466.13	4/1/2028	3/31/2029	\$92.38	5.00%	
	\$244.72	\$367.08	\$489.44	4/1/2029	12/31/2030	\$97.00	5.00%	
Tom Hannah - Senior Land Surveyor	\$179.13	\$268.70	\$358.26	4/1/2024	3/31/2025	\$71.00		Not Applicable
	\$188.09	\$282.13	\$376.17	4/1/2025	3/31/2026	\$74.55	5.00%	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

	\$197.49	\$296.24	\$394.98	4/1/2026	3/31/2027	\$78.28	5.00%	
	\$207.37	\$311.05	\$414.73	4/1/2027	3/31/2028	\$82.19	5.00%	
	\$217.73	\$326.60	\$435.47	4/1/2028	3/31/2029	\$86.30	5.00%	
	\$228.62	\$342.93	\$457.24	4/1/2029	12/31/2030	\$90.62	5.00%	
Mike Hink - Land Surveyor	\$181.65	\$272.48	\$363.31	4/1/2024	3/31/2025	\$72.00		Not Applicable
	\$190.74	\$286.10	\$381.47	4/1/2025	3/31/2026	\$75.60	5.00%	
	\$200.27	\$300.41	\$400.55	4/1/2026	3/31/2027	\$79.38	5.00%	
	\$210.29	\$315.43	\$420.57	4/1/2027	3/31/2028	\$83.35	5.00%	
	\$220.80	\$331.20	\$441.60	4/1/2028	3/31/2029	\$87.52	5.00%	
	\$231.84	\$347.76	\$463.68	4/1/2029	12/31/2030	\$91.89	5.00%	
Tim Martin - Land Surveyor	\$169.04	\$253.56	\$338.08	4/1/2024	3/31/2025	\$67.00		Not Applicable
	\$177.49	\$266.24	\$354.98	4/1/2025	3/31/2026	\$70.35	5.00%	
	\$186.36	\$279.55	\$372.73	4/1/2026	3/31/2027	\$73.87	5.00%	
	\$195.68	\$293.52	\$391.37	4/1/2027	3/31/2028	\$77.56	5.00%	
	\$205.47	\$308.20	\$410.93	4/1/2028	3/31/2029	\$81.44	5.00%	
	\$215.74	\$323.61	\$431.48	4/1/2029	12/31/2030	\$85.51	5.00%	
Ed Pietsch - Associate Surveyor	\$126.15	\$189.22	\$252.30	4/1/2024	3/31/2025	\$50.00		Not Applicable
	\$132.46	\$198.68	\$264.91	4/1/2025	3/31/2026	\$52.50	5.00%	
	\$139.08	\$208.62	\$278.16	4/1/2026	3/31/2027	\$55.13	5.00%	
	\$146.03	\$219.05	\$292.06	4/1/2027	3/31/2028	\$57.88	5.00%	
	\$153.33	\$230.00	\$306.67	4/1/2028	3/31/2029	\$60.78	5.00%	
	\$161.00	\$241.50	\$322.00	4/1/2029	12/31/2030	\$63.81	5.00%	
Jeff Sjoblom - Associate Surveyor	\$146.33	\$219.50	\$292.66	4/1/2024	3/31/2025	\$58.00		Not Applicable
	\$153.65	\$230.47	\$307.30	4/1/2025	3/31/2026	\$60.90	5.00%	
	\$161.33	\$242.00	\$322.66	4/1/2026	3/31/2027	\$63.95	5.00%	
	\$169.40	\$254.10	\$338.79	4/1/2027	3/31/2028	\$67.14	5.00%	
	\$177.87	\$266.80	\$355.73	4/1/2028	3/31/2029	\$70.50	5.00%	
	\$186.76	\$280.14	\$373.52	4/1/2029	12/31/2030	\$74.02	5.00%	
Austin Snyder - Associate Surveyor	\$121.10	\$181.65	\$242.20	4/1/2024	3/31/2025	\$48.00		Not Applicable
	\$127.16	\$190.74	\$254.31	4/1/2025	3/31/2026	\$50.40	5.00%	
	\$133.52	\$200.27	\$267.03	4/1/2026	3/31/2027	\$52.92	5.00%	
	\$140.19	\$210.29	\$280.38	4/1/2027	3/31/2028	\$55.57	5.00%	
	\$147.20	\$220.80	\$294.40	4/1/2028	3/31/2029	\$58.34	5.00%	
	\$154.56	\$231.84	\$309.12	4/1/2029	12/31/2030	\$61.26	5.00%	
Cody Jones - Assistant Surveyor	\$113.53	\$170.30	\$227.07	4/1/2024	3/31/2025	\$45.00		Not Applicable
	\$119.21	\$178.81	\$238.42	4/1/2025	3/31/2026	\$47.25	5.00%	
	\$125.17	\$187.76	\$250.34	4/1/2026	3/31/2027	\$49.61	5.00%	
	\$131.43	\$197.14	\$262.86	4/1/2027	3/31/2028	\$52.09	5.00%	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

	\$138.00	\$207.00	\$276.00	4/1/2028	3/31/2029	\$54.70	5.00%	
	\$144.90	\$217.35	\$289.80	4/1/2029	12/31/2030	\$57.43	5.00%	
Scott McCoy - Surveying Technician	\$100.92	\$151.38	\$201.84	4/1/2024	3/31/2025	\$40.00		Not Applicable
	\$105.96	\$158.95	\$211.93	4/1/2025	3/31/2026	\$42.00	5.00%	
	\$111.26	\$166.89	\$222.53	4/1/2026	3/31/2027	\$44.10	5.00%	
	\$116.83	\$175.24	\$233.65	4/1/2027	3/31/2028	\$46.31	5.00%	
	\$122.67	\$184.00	\$245.33	4/1/2028	3/31/2029	\$48.62	5.00%	
	\$128.80	\$193.20	\$257.60	4/1/2029	12/31/2030	\$51.05	5.00%	
Field Survey Crew 1 Person DIR Chief of Party	\$243.67	\$365.50	\$487.33	4/1/2024	3/31/2025	\$96.58		Not Applicable
	\$255.85	\$383.78	\$511.70	4/1/2025	3/31/2026	\$101.41	5.00%	
	\$268.64	\$402.97	\$537.29	4/1/2026	3/31/2027	\$106.48	5.00%	
	\$282.08	\$423.11	\$564.15	4/1/2027	3/31/2028	\$111.80	5.00%	
	\$296.18	\$444.27	\$592.36	4/1/2028	3/31/2029	\$117.39	5.00%	
	\$310.99	\$466.48	\$621.98	4/1/2029	12/31/2030	\$123.26	5.00%	
Field Survey Crew 2 Person DIR Chief + Rodman	\$463.44	\$695.16	\$926.89	4/1/2024	3/31/2025	\$183.69		Not Applicable
	\$486.61	\$729.92	\$973.23	4/1/2025	3/31/2026	\$192.87	5.00%	
	\$510.95	\$766.42	\$1,021.89	4/1/2026	3/31/2027	\$202.52	5.00%	
	\$536.49	\$804.74	\$1,072.99	4/1/2027	3/31/2028	\$212.64	5.00%	
	\$563.32	\$844.98	\$1,126.63	4/1/2028	3/31/2029	\$223.28	5.00%	
	\$591.48	\$887.22	\$1,182.97	4/1/2029	12/31/2030	\$234.44	5.00%	
Adam Tucker - Administrative Support	\$133.72	\$200.58	\$267.43	4/1/2024	3/31/2025	\$53.00		Not Applicable
	\$140.40	\$210.60	\$280.81	4/1/2025	3/31/2026	\$55.65	5.00%	
	\$147.42	\$221.13	\$294.85	4/1/2026	3/31/2027	\$58.43	5.00%	
	\$154.79	\$232.19	\$309.59	4/1/2027	3/31/2028	\$61.35	5.00%	
	\$162.53	\$243.80	\$325.07	4/1/2028	3/31/2029	\$64.42	5.00%	
	\$170.66	\$255.99	\$341.32	4/1/2029	12/31/2030	\$67.64	5.00%	

(Add pages as necessary)

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
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

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:	Kimberley Woltman	Title:*	CFO
Signature:	<div>Digitally signed by Kimberley Woltman DN: cn=Kimberley Woltman, o=Whitson Engineers, ou, email=kwoltman@whitsonengineers.com, c=US Date: 2025.05.28 13:29:05 -07:00</div>	Certification Date (mm/dd/yyyy):	05/28/25
Email:	kwoltman@whitsonengineers.com	Phone:	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:

On-call land surveying services

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

In compliance with RFQ #10914, the CONTRACTOR (also referred to as “Consultant”) will be required to comply with Federal Provisions if the project uses Federal Highway Administration (FHWA) funds. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as “Local Agency”) for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the project to CONTRACTOR (Consultant).

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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Article I - Introduction

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the "CONTRACTOR" is as follows:

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be:

The name of the COUNTY is as follows:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

The Project Manager for the COUNTY will be:

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated (month, date, year). The approved CONTRACTOR's Cost Proposal is attached hereto as (Exhibit) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONTRACTOR's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.
- H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Article II Contractor's Reports or Meetings

(Choose either Option 1 or Option 2)

☐ (Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

- 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 AGREEMENT.

☐ (Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

- 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

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*

- A. CONTRACTOR Services ☐ Not Applicable to this Agreement
Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.
- 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 (FONSI), 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 Agreement
State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.
- C. Surveys ☐ Not Applicable to this Agreement
State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.
- D. Subsurface Investigations ☐ Not Applicable to this Agreement
State specifically whether or not CONTRACTOR has the responsibility for making 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 (LOCAL AGENCY) Obligations ☐ Not Applicable to this Agreement
All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.
- F. Conferences, Site Visits, Inspection of Work ☐ Not Applicable to this Agreement
This AGREEMENT provides for 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 Agreement
For AGREEMENTS requiring the preparation of construction drawings and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.
- H. CONTRACTOR Services During Construction ☐ Not Applicable to this Agreement
The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.
- I. Documentation and Schedules ☐ Not Applicable to this Agreement
AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.
- J. Deliverables and Number of Copies ☐ Not Applicable to this Agreement
The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified*. Provision may be made for payment for additional copies.

Article IV Performance Period

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.

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

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

- 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 AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT 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

(Choose either Option 1, 2, 3, or 4)

☐ *(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit10-H1: Cost Proposal Format)*

- A. The method of payment for this AGREEMENT 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 AGREEMENT 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 AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT 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 AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT 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 AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT 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. 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 and 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. 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.

☐ *(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. 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 the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, 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 AGREEMENT 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 AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

☐ ***(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of***

procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. Use Exhibit 10-H2: Cost Proposal Format).

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.
- 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 Task Orders.
- D. After a project to be performed under this AGREEMENT 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 (Firm Fixed Price) 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 AGREEMENT.

- F. *(COUNTY to include either (a) or (b) below; delete the other one (1))*
 - (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
 - (b) 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 an AGREEMENT 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 AGREEMENT 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 AGREEMENT.
- 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, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT number, project title and Task Order number. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and 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 AGREEMENT.
- 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 amendment.
- N. If 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 nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT 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 AGREEMENT through Task Orders.

☐ (Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format).

- A. The method of payment for this AGREEMENT 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. No additional compensation will

be paid to CONTRACTOR, unless there is a change in the scope of the work or 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 AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT 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 AGREEMENT.
- D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 approved Cost Proposal and shall reference this AGREEMENT 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. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date is approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- E. The total amount payable by COUNTY shall not exceed \$_____.

Article VI Termination

- A. This AGREEMENT 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.
- B. COUNTY may temporarily suspend this AGREEMENT, 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 AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time

as exact amount of damages, if any, due COUNTY from CONTRACTOR is determined.

- D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. 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.

Article VII Cost Principles and Administrative Requirements

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

Article VIII Retention of Records/Audit

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

Article IX Audit Review Procedures

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

(ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

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

Article X Subcontracting

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no sub agreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the 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 the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the 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 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. Any sub agreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
- 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).
- F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

☐ **Method 1:** No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2:** No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 3:** The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance

and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

Article XI Equipment Purchase and Other Capital Expenditures

- 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 proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. 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 AGREEMENT, or if the AGREEMENT 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.
 - 2. 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.

Article XII State Prevailing Wage Rates

- A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT 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 AGREEMENT, including any subsequent amendments.
 - B. 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
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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT 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.

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

D. 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 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) 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.
- E. 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.

F. 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 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 AGREEMENT 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.

G. 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 AGREEMENT 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.

H. Employment of Apprentices

1. Where either the prime AGREEMENT 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 AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Article XIII Conflict of Interest

- A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, 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 AGREEMENT. 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 AGREEMENT.

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

- C. The 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 AGREEMENT.
- D. CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor, and any firm affiliated with CONTRACTOR or subcontractor that bids on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

The CONTRACTOR warrants that this AGREEMENT 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 this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying

(Include this article in all AGREEMENTS where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

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 local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the 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 31 U.S.C. §1352. 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. The 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 sub agreements, which exceed one hundred thousand dollars (\$100,000) and that all such subrecipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance

A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR §8103.

B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT'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 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 et seq.), the applicable regulations promulgated there under (2 CCR §11000 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 §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT 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 AGREEMENT.
 - G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, 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 United States 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 United States 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.
 - I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
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Article XVII Debarment and Suspension Certification

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

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 responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (<https://sam.gov/content/home>) maintained by the United States General Services Administration are to be determined by FHWA.

Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT 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 a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is _____. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. 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 AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT 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. Contract Assurance Under 49 CFR 26.13(b)
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the 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 the recipient 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 proposing as non-responsible

- E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.
11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
 2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.
 3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.
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- The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each First-Tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars (\$10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. COMMERCIALLY USEFUL FUNCTION

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT 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 AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT t using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days

of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, 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.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT 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.
- J. 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 contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, 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 AGREEMENT, 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.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONTRACTOR must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

Article XIX Insurance

(Choose either Option 1 or Option 2)

- ☐ (Option 1 – For AGREEMENT 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 AGREEMENT 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 AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least 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 AGREEMENT, 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 AGREEMENT upon occurrence of such event.

☐ (Option 2 – For AGREEMENTS 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 XX Funding Requirements

- A. It is mutually understood between the parties that this AGREEMENT 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 AGREEMENTS were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT 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 AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

Article XXI Change in Terms

- A. This AGREEMENT 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 AGREEMENT without prior written approval by COUNTY's Contract Administrator.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT 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 AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT 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 AGREEMENT, 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.

(Choose either Option 1 or Option 2)

☐ (Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT 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 AGREEMENT.

☐ (Option 2 – Replace Paragraph B, above, with the following for AGREEMENTS requiring the submission of PS&E)

- 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 XXIV Inspection of Work

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

Article XXV 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 Vehicle Code §591, 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.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §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 XXVI Ownership of Data

- A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT 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, 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 AGREEMENT 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 AGREEMENT must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT 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 AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. 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).

- E. 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.

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 AGREEMENT.
- 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 AGREEMENT in order to resolve the construction claims.

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 AGREEMENT, 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 AGREEMENT, 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 AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- 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 sub agreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

- 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 AGREEMENT 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 AGREEMENT, 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 (2)-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 AGREEMENT record.

Article XXXI Prompt Payment

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

- (1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to dbe.forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A-E of the TITLE VI ASSURANCES

[The United States (US) Department of Transportation (DOT) Order No. 1050.2A requires all federal-aid DOT contracts between an agency and a CONTRACTOR to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the CONTRACTOR must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 - b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
-

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the US DOT as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the US DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the US DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US DOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY,
FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONTRACTOR”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
-

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR: _____
 _____, Project Manager

COUNTY: _____
 _____, Contract Administrator

ARTICLE XXXIII AGREEMENT

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the

payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

COUNTY

CONTRACTOR

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

Date

Date

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

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

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ _____**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ _____**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

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)]** \$ _____**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 Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

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

EXHIBIT 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: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*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:

Local Assistance Procedures Manual

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee	=	%
-----	---	---

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

Local Assistance Procedures Manual

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.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Local Assistance Procedures Manual

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 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.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* 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:

Local Assistance Procedures Manual

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)****Include as many Items as necessary.**

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK**\$** _____**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.
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall 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.
- Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\)](#); [48 CFR Part 31.201-2\(d\)](#); [23 CFR Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:


- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____
 Signature:  _____ Date of Certification (mm/dd/yyyy): _____
 Email**: _____ Phone Number**: _____

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

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 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. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION	%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 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) 654-3880 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.

Local Assistance Procedures Manual

Exhibit 10-02
Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT 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 Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **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.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **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.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$**: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%**: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). 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).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **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.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> 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: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
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 <input type="checkbox"/> No <input type="checkbox"/>		
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:		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Cost Proposal Due Date _____ PE/CE
Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts withing five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even in the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

**EXHIBIT C – INCORPORATION OF RFQ #10914, ADDENDUM NO. 1 TO RFQ #10914
AND STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County of Monterey invited submittals to Request for Qualifications (RFQ) through RFQ #10914, On-Call Construction Management Services for Various Construction Projects located in the County of Monterey, California. Harris & Associates, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10914.

RFQ #10914, Addendum No. 1 to RFQ #10914, and the Statement of Qualifications submitted by Harris & Associates, Inc., on file with the Department of Public Works, Facilities and Parks, are hereby incorporated into the Agreement by this reference.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/18/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC Lic # OG11911 10940 White Rock Rd 2nd Fl Rancho Cordova, CA 95670	CONTACT NAME: Lindsay Murphey PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lindsay.murphey@usi.com														
INSURED Harris & Associates, Inc. 1401 Willow Pass Rd Ste 500 Concord, CA 94520-7964	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Continental Insurance Company</td> <td data-bbox="1433 453 1572 480">35289</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : American Casualty Company of Reading PA</td> <td data-bbox="1433 480 1572 508">20427</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : Allied World Surplus Lines Insurance Co</td> <td data-bbox="1433 508 1572 535">24319</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D :</td> <td data-bbox="1433 535 1572 562"></td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E :</td> <td data-bbox="1433 562 1572 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1572 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : American Casualty Company of Reading PA	20427	INSURER C : Allied World Surplus Lines Insurance Co	24319	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	7092556540	08/01/2025	08/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BUA7092547367	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			7092552522	08/01/2025	08/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	7092555985	08/01/2025	08/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof/Poll Liab. Claims-Made			03147924	08/01/2025	08/01/2026	\$5,000,000 Each Claim \$10,000,000 Aggregate Ded: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ #10914 - On-Call Construction Management Services for Various Construction Projects

The general liability, commercial auto policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the County of Monterey, its officers, officials, employees, agents, and volunteers only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The general liability, commercial auto policy(s) contains a (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

250008000 County of Monterey 1441 Schilling Place, 2nd Floor Salinas, CA 93901	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 
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DESCRIPTIONS (Continued from Page 1)

special endorsement with "Primary and Noncontributory" wording, when required by written contract. The general liability, commercial auto, professional liability, workers compensation policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The Excess/Umbrella coverage limits are in addition to those provided by the: general liability, commercial auto, workers compensation. Excess Coverage is follow form. 30 days' notice of cancellation will be given except for nonpayment of premium will be 10 days.



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



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

Primary and Noncontributory Insurance

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

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

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

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

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

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

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

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

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

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

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

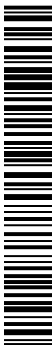
A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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 to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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 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;
- (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.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

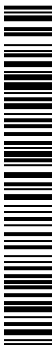
A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
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This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i. add the following definitions:**

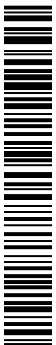
Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;



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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), 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.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1)** Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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 rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

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



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

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

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

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

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

B. Bail Bonds and Loss of Earnings

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

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

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We **waive** any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a **primary non-contributory basis**. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: HARRIS & ASSOCIATES INC.

Endorsement Effective Date: 08/01/2025

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

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

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7092547367

Policy Effective Date: 08/01/2025



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company Of Reading, PA 151 N Franklin St, Chicago, IL
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Endorsement Expiration Date:

Policy No: WC 7092555985

Policy Effective Date: 08/01/2025

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