

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Whitson and Associates, Inc., dba Whitson Engineers
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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 goods and/or services are generally described as follows:

Provide:

Preliminary design, supplemental topographic survey, construction documents, bidding and construction support, construction staking and record (as-built) drawings.

2.0 PAYMENT PROVISIONS:

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: \$ 116,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 31, 2019 to December 31, 2020, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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 Other: N/A

5.0 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.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit 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. The County 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.

7.0 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.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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

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

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.

(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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(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: any proposed modifications to these 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.)

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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall 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.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 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:
Lavonne B. Chin Special Events Manager	Richard Weber, PE, LS Principal Engineer
Name and Title 168 West Alisal Street, 3rd Floor Salinas, CA 93901	Name and Title 6 Harris Court Monterey, CA 93940
Address 831-759-7214	Address 831-649-5225
Phone:	Phone:

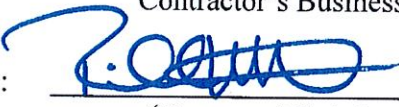

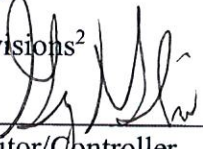

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Whitson and Associates, Inc. _____ Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By:  _____ (Signature of Chair, President, or Vice-President) *
Date: _____	
By: _____ Board of Supervisors (if applicable)	Richard Weber, President _____ Name and Title
Date: _____	Date: 9/5/2019
Approved as to Form ¹ By:  _____ County Counsel	
Date: 9/10/19	
Approved as to Fiscal Provisions ² By:  _____ Auditor/Controller	
Date: 9/11/19	
Approved as to Liability Provisions ³ By: N/A _____ Risk Management	
Date: _____	
	By:  _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
	Kimberley Woltman, CFO _____ Name and Title
	Date: 9/5/2019

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A
SCOPE OF WORK – Whitson Engineering

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty (50) percent of the original work, except that any designated ‘Specialty Items’ may be performed by subcontract and the amount of any such ‘Specialty Items’ so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A1.2 CONTRACTOR RESPONSIBILITIES:

A1.2.1 Preliminary Design

A1.2.1.a Prepare a project base plan utilizing existing mapping.

A1.2.1.b Prepare an informal alternatives analysis for the track repaving portion of the project, for discussion with the County. Three repaving alternatives are anticipated; different approaches may be implemented at different locations around the track, depending on edge/conform conditions:

- 1) Full track grind and overlay (this was the approach for the 1996 and 2006 overlays).
- 2) Overlay track without grinding (this was the approach in 1988); this would require the addition of shoulder backing where there are no abutting improvements; reconstruction of abutting curbs; and grinding and conform paving at abutting pavements.
- 3) Wedge grind the track edge where there are abutting pavements or curbs; then overlay the full track width. This approach is anticipated to provide a cost savings relative to the two alternatives above, but would need additional study (and likely review by the various sanctioning bodies) because it would change the superelevation at the edge of the track by about 2% if an 8’-wide wedge grind is used.

A1.2.1.e Preliminarily scope the other project elements outlined in the Project Scope above.

A1.2.1.f Develop 15% (preliminary scoping) Plans and Cost Estimate. These will be used for initial project scoping with the County.

A1.2.1.g Participate in up to three (3) scoping meetings with Monterey County.

A1.2.1.h Develop 30% (concept) Plans and Cost Estimate based on the proposed scope. Plans will be used for the County’s preliminary coordination with the

various race sanctioning bodies (FIA, FIM, Moto GP, etc) and other entities that the County may want to include in the decision-making process.

A1.2.2 Supplemental Topographic Survey

Perform supplemental topographic surveying if needed. Based on the Project Scope outlined above, it is not anticipated that supplemental surveying will be needed; however, included in the budget is five (5) days of field surveying in the event it is required.

A1.2.3 Construction Documents

A1.2.3.a After approval of the general project scope, develop 75% (draft) Plans. The following plan sheets are anticipated: Cover Sheet, Details and Typical Sections, Overall Plan, Detailed Layouts, Detailed Grading and Profiles and Temporary Water Pollution Control Plan.

A1.2.3.b Develop 75% Technical Specifications.

A1.2.3.c Update the Quantity and Construction Cost Estimate based on the 75% Plans.

A1.2.3.d Update the earthwork estimate based on the 75% Plans.

A1.2.3.e After receipt of 75% review comments, develop 90% (final review) Plans, Specifications and Estimate.

A1.2.3.f After receipt of 90% review comments, develop 100% (bid set) Plans, Specifications and Estimate.

A1.2.3.g One original, signed bond copy of the plans will be provided for bidding. An allowance of \$600 for other hard copy submittals has been included and additional reproduction is not anticipated.

A1.2.4 Bidding and Construction Support

A1.2.4.a Provide assistance during bidding as needed. This may include attending a pre-bid meeting, developing responses to Bidder Inquiries and assisting the County to develop of Bid Addenda. An allowance of twenty-four (24) hours has been included for this task.

A1.2.4.b Provide assistance during construction as needed. This may include attending the pre-construction meeting, field visits, assisting the County in responding to Requests for Information, and making plan changes to address changes to the proposed work during construction. An allowance of forty-eight (48) hours has been included for this task.

A1.2.5 Construction Staking

A1.2.5.a Tie into existing horizontal and vertical control and establish new control suitable to provide construction staking as outlined below.

A1.2.5.b Provide one set of stakes for clearing and grubbing limits, demolition limits, and saw cut lines. (1 mobilization)

A1.2.5.c Provide one set of stakes for storm drain systems. Provide two stakes at each structure and 1 stake every 100' for line and grade. (1 mobilization)

A1.2.5.d Provide one set of finish grade stakes for exterior pavements including roadways, walkways and parking areas. Stakes will be set at all angle points, radius points and every 30 feet. Grades will be provided where shown on the plans. (2 mobilizations)

A1.2.5.e A re-staking allowance of one (1) mobilization has been included in the budget.

A1.2.6 Record (As-Built) Drawings

A1.2.6.a After completion of construction, prepare Record Drawings by modifying the Construction Drawings to note deviations from the Construction Drawings which are noted by the County's Construction Manager.

A1.2.6.b Survey completed improvements if/where required; and/or perform an aerial drone survey of the completed project. Based on the Project Scope outlined above, it is anticipated that surveying may be needed where changes are made to track elements (e.g., curbs). Two (2) days of field surveying are included in the budget.

A1.2.6.c Please note, the budgets included for the bid and construction-phase tasks are recommended allowances only, and may need to be revised as construction nears.

A1.2.7 Engineering Assumptions

A1.2.7.a The need to perform topographic surveying for the project is not anticipated. If the scope of work changes such that surveying is required in excess of the time budgeted, Contractor will provide an Additional Services Proposal for the work.

A1.2.7.b Project will be publicly bid.

A1.2.7.c The design, detailing/specifications, and bidding and construction support for the HMA overlay will be provided by Others (Advanced Material Services).

A1.2.7.d The County will provide a full-time Resident Engineer or Construction Manager during construction.

A1.2.7.e The County will take the lead in coordinating with and will actively involve SCRAMP, the various race sanctioning bodies (FIA, FIM, Moto GP, etc), and any other parties that the County feels should be included in the review and decision-making process. The County is the final decision maker for track safety.

A1.2.7.f Based on our discussion on April 19, we understand the project is considered a repaving project, so will not be required to obtain Planning, Grading or Building permits. *If the Project becomes subject to Planning, Grading or Building permit review*, we anticipate we will require additional budget to address the additional project reviews and additional design and documentation requirements which are not currently anticipated in our scope. Prominently, if the Project becomes subject to the County's current Post-Construction Stormwater Requirements (PCRs), we will need to: develop a stormwater mitigation strategy; design Stormwater Control Measures (SCMs); and document the design in a Storm Water Control Plan (SWCP). We anticipate the project will end up creating more than 2,500 s.f. of new pavement in the form of AC shoulders and gutters. The Laguna Seca Recreation Area is not within the County's Phase II Permit Area, so is not subject to the PCRs; however, we understand that for 'typical' projects the County currently requires on-site retention of the 85th percentile storm; and reducing the post-project peak discharge rates for the 2- through 100-year storm events to pre-development levels. Addressing these requirements is not currently included in our scope.

A1.2.7.g Project will disturb less than 1 acre of soil, and so will not require coverage under the Construction General Permit. If it is determined that the project will disturb more than 1 acre of soil, additional documentation will be required, including the preparation of a SWPPP and post-construction storm water calculations.

A1.2.7.h Document reproduction will be provided by others or will be reimbursed separately. All our work products will be provided in PDF and/or AutoCAD DWG format, with the exception of noted signed original plan submittals. We have included a \$600 allowance for other additional hard copy prints.

A1.2.7.i The project will use the County's specifications template. The "front end" specifications will be completed by the County. Whitson Engineers will prepare only the Technical Specifications pertaining to our design scope.

A1.2.7.j Utility work is not anticipated, other than storm drainage work as outlined in Exhibit A.

A1.2.8 Construction Staking Clarifications

A1.2.8.a This proposal is based on the number of mobilizations stated in Exhibit A. Mobilizations in excess of this total number may incur additional cost.

A1.2.8.b Rates shown are Prevailing Wage and include submitting of certified payroll.

A1.2.8.c It will be the contractor's responsibility to inform Contractor of changes in the plans and specifications that will affect the location of improvements. Contractor will not be liable for misplaced improvements due to such changes that were not brought to Contractor's attention. Additional work caused by changes to the Plans and Specifications will be billed on an hourly basis. Any construction staking requested by the County or Contractor based on unapproved plans and specifications will be done at the County's or Contractor's sole risk. Contractor will not be held liable for damages suffered by the client or Contractor resulting from changes to the plans after stakes have been set by Contractor.

A1.2.8.d To provide for reasonable preparation and organization, requests for staking shall be made at least seventy-two (72) hours in advance. Although Contractor will make every effort to accommodate the unforeseen, no guarantee can be made without sufficient notice.

A1.2.8.e It will be the Contractor's responsibility to ensure that the construction site is clear of debris and vehicles prior to ordering stakes. If staking is requested and site conditions do not allow the survey crew to work, County will be charged hourly for the time lost. This does not include poor site conditions caused by weather or other circumstances beyond the control of the Contractor.

A1.2.8.f Any claim against Contractor for losses or damages resulting from errors in staking (either horizontal or vertical) must be accompanied by proof of the actual location of the stake used and the information written on the lath (i.e., stakes must still be in place in the field when the claim is made). Stakes must be used for the intended purpose (i.e. rough grade stakes must be used only for rough grading). Contractor will not be held liable for stakes used for anything other than the intended purpose as written on the stake.

A1.2.8.g It will be the Contractor's responsibility to discuss offsets for stakes prior to fieldwork. Otherwise, offsets will be chosen according to standard practice. Any changes requested by County or Contractor after the completion of staking will be billed on an hourly basis as re-staking.

A1.3 COUNTY'S RESPONSIBILITIES

A1.3.1 COUNTY shall provide access to the facility as needed by CONTRACTOR.

A1.4 PAYMENT PROVISIONS

A1.4.1 Progress Billings and Authorized Additional Services shall be on a Time and Materials basis.

A1.4.2 We anticipate that our fee for the services described in our Scope of Services will be approximately as follows:

Preliminary Design	\$24,000
Supplemental Topographic Survey	\$17,000
Construction Documents	\$28,000
Bidding and Construction Support	\$14,000
Construction Staking	\$25,000
Record (As-Built) Drawings	\$ 8,000
Total Estimate:	\$116,000

A1.5 GENERAL EXCLUSIONS

A1.5.1 The following work is specifically excluded from the Contractor's Responsibilities:

- 1) Changes in scope of the Contractor's work.
- 2) Land Surveying, except as specifically included in the Contractor's Responsibilities.
- 3) Pavement design and specification.
- 4) Utility design (other than trackside drainage improvements as noted.)
- 5) Structural engineering (which includes retaining wall design.)
- 6) Geotechnical Investigations, Geotechnical Engineering .
- 7) Landscape Architecture Services.
- 8) Coordination with regulatory/governing bodies.
- 9) Obtaining or coordinating permits, permit condition compliance.
- 10) Qualified SWPPP Developer (QSD) services, which includes SWPPP preparation.
- 11) Qualified SWPPP Practitioner (QSP) work, which includes stormwater monitoring, sampling, analysis, and reporting.
- 12) Post-construction stormwater management documentation and design.
- 13) Construction Management, Inspections or Monitoring.

A1.5.2 Above services may be provided at additional cost if requested by County.

A1.6. CONSTRUCTION & STAKING EXCLUSIONS

A1.6.1 The following work is specifically excluded from the Construction Staking Scope of Services:

- 1) Changes in Contractor's Responsibilities.
- 2) Staking of landscaping, landscape irrigation.
- 3) Staking of underground dry utilities (gas, electric, communications.)
- 4) Staking of other features not specifically included in the Contractor's Responsibilities.
- 5) Grade checking.
- 6) The preparation of a Record of Survey or other record maps.
- 7) Re-staking due to destruction of stakes already placed, in excess of the re-staking allowance included in the staking budget.

A1.6.2 Above services may be provided at additional cost if requested by County.