



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

**Agreement No.: A-15663 ; Amendment No.: 1**

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-15663, Multi-Year Agreement #3200\*6228, with LSA Associates, Inc. to provide on-call environmental planning and consulting services for various local and federally funded road, bridge, building, facilities, and parks projects in Monterey County under Request for Qualifications (RFQ) #10805, to update the hourly billing rates, extend the expiration date for two additional years through January 31, 2027, for a revised term from February 1, 2022 to January 31, 2027, and increase not to exceed maximum by \$310,000 to a total of \$1,310,000;
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Professional Services Agreement No. A-15663 and future amendments to the Agreement, including term extensions beyond the original anticipated five-year term of RFQ #10805, where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 7<sup>th</sup> day of January 2025, by roll call vote:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 7, 2025.

Dated: January 9, 2025

File ID: A 24-580

Agenda Item No.: 52

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
LSA ASSOCIATES, INC.**

**THIS AMENDMENT NO. 1** to Professional Services Agreement No. A-15663 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and LSA Associates, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Professional Services Agreement No. A-15663 with County on January 25, 2022 (hereinafter, “Agreement”) to provide on-call environmental planning and consulting services for various local and federally funded road, bridge, building, facilities, and parks projects located within Monterey County (hereinafter, “services”), under Request for Qualifications (RFQ) #10805 through and including January 31, 2025, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$1,000,000; and

**WHEREAS**, provisions of the Agreement require an update; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the CONTRACTOR’s Hourly Billing Rates/Specific Rates of Compensation included in Exhibit 10-H2, Cost Proposal, of the Caltrans Local Assistance Procedures Manual (LAPM) within Exhibit A – Scope of Services/Payment Provisions of the Agreement require an update effective February 1, 2025, in accordance with Exhibit A- 1 – Contractor’s Updated Hourly Billing Rates, which is attached and incorporated by this reference; and

**WHEREAS**, the Parties agree that the CONTRACTOR’s subcontractors hourly billing rates in Exhibit A of the Agreement remain valid through January 31, 2027; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to update provisions, to update the CONTRACTOR’s Hourly Billing Rates, effective February 1, 2025, to extend the term for two (2) additional years to January 31, 2027, and to increase the amount by \$310,000 for a total amount not to exceed \$1,310,000 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2, "Payments By County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,310,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from February 1, 2022 to January 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1 – Contractor's Updated Hourly Billing Rates", effective February 1, 2025.

4. Amend Paragraph 6, "Payment Conditions" to read as follows:

6.01 Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

- 6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel. If reimbursement for travel expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.
5. Amend Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

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.

6. Amend Section 9.04, “Other Insurance Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

**9.04 Other Requirements:**

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

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

Additional Insured Status:

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

Primary Coverage:

For any claims related to this Agreement, 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 to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

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

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

7. Amend Agreement to add Section 15.18, “Independent Contractor Compliance with Government Code Section 1097.6(c)”, under Paragraph 15, “Miscellaneous Provisions”, as follows:

This section applies to those situations when a CONTRACTOR is awarded an Agreement for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when an Agreement is awarded for multiple phases of a project under a single Agreement/proposal. When applicable, and as described below, CONTRACTOR’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’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 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.

8. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks (PWFP).
9. In all places within the Agreement, any reference to County’s email address of [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us) for invoicing, is hereby replaced with [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov).
10. In all places within the Agreement, any reference to the Agreement’s Multi-Year Agreement (MYA) number is deemed to be MYA #3200\*6228.
11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
12. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
13. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**Debra R. Wilson, Contracts/Purchasing Officer**

By: \_\_\_\_\_

DocuSigned by:  
*Tom Skinner*  
30F2300D718745F...

Its: Tom Skinner Contracts/Purchasing  
(Print Name and Title)

Date: 1/15/2025 | 12:13 PM PST

**CONTRACTOR\***

**LSA Associates, Inc.**

By: \_\_\_\_\_

*Amy Fischer*

Its: \_\_\_\_\_

Amy Fischer, President  
(Print Name and Title)

Date: 11/14/2024

**Approved as to Form**

**Office of the County Counsel**

**Susan K. Blitch, County Counsel**

By: \_\_\_\_\_

Signed by:  
*Michael Whilden*  
0F98C5BE9B5F476...

Michael J. Whilden  
Deputy County Counsel

Date: 11/19/2024 | 11:48 AM PST

By: \_\_\_\_\_

*Justin Cary*

Its: \_\_\_\_\_

Justin Cary, CFO  
(Print Name and Title)

Date: 11/14/2024

**Approved as to Fiscal Provisions**

**Rupa Shah, Auditor-Controller**

By: \_\_\_\_\_

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6...

Its: Patricia Ruiz Auditor Controller Analyst I  
(Print Name and Title)

Date: 11/20/2024 | 7:51 AM PST

**Approved as to Liability Provisions**

**Office of the County Counsel-Risk Management**

**Susan K. Blitch, County Counsel**

By: \_\_\_\_\_

David Bolton  
Risk Manager

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.





**EXHIBIT A-1 - CONTRACTOR'S UPDATED HOURLY BILLING RATES**

Local Assistance Procedures Manual

Effective February 1, 2025

EXHIBIT 10-H2

Cost Proposal

CARA CUNNINGHAM ASSOCIATE ENVIRONMENTAL PLANNER	\$209.84	NA	NA	02/01/2025	01/31/2026	\$60.28	5.00%	NA	
	\$220.34			02/01/2026	01/31/2027	\$63.29			
BIANCA MARTINEZ AIR QUALITY SPECIALIST	\$130.54	NA	NA	02/01/2025	01/31/2026	\$37.50	5.00%	NA	
	\$137.07			02/01/2026	01/31/2027	\$39.38			
LELAND VILLALVAZO AIR QUALITY SPECIALIST	\$243.68	NA	NA	02/01/2025	01/31/2026	\$70.00	5.00%	NA	
	\$255.87			02/01/2026	01/31/2027	\$73.50			
JT STEPHENS PRINCIPAL NOISE SPECIALIST	\$282.04	NA	NA	02/01/2025	01/31/2026	\$81.02	5.00%	NA	
	\$296.15			02/01/2026	01/31/2027	\$85.07			
MOE ABUSHANAB NOISE SPECIALIST	\$144.43	NA	NA	02/01/2025	01/31/2026	\$41.49	5.00%	NA	
	\$151.66			02/01/2026	01/31/2027	\$43.56			
DEAN ARIZABAL PRINCIPAL TRANSPORTATION PLANNER	\$257.43	NA	NA	02/01/2025	01/31/2026	\$73.95	5.00%	NA	
	\$270.30			02/01/2026	01/31/2027	\$77.65			
SHUQI HAO TRANSPORTATION ENGINEER	\$143.74	NA	NA	02/01/2025	01/31/2026	\$41.29	5.00%	NA	
	\$150.92			02/01/2026	01/31/2027	\$43.35			
MITCHELL ALEXANDER GIS SPECIALIST	\$127.90	NA	NA	02/01/2025	01/31/2026	\$36.74	5.00%	NA	
	\$134.29			02/01/2026	01/31/2027	\$38.58			
PRINCIPAL (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$297.34	NA	NA	02/01/2025	01/31/2026	\$85.42		\$70.00	\$100.83
	\$312.21			02/01/2026	01/31/2027	\$89.69	5.00%	\$73.50	\$105.87
ASSOCIATE (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$225.61	NA	NA	02/01/2025	01/31/2026	\$64.81		\$42.12	\$87.50
	\$236.90			02/01/2026	01/31/2027	\$68.05	5.00%	\$44.23	\$91.88
SENIOR TECHNICAL SPECIALIST (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$204.03	NA	NA	02/01/2025	01/31/2026	\$58.61		\$39.82	\$77.40
	\$214.23			02/01/2026	01/31/2027	\$61.54	5.00%	\$41.81	\$81.27

**EXHIBIT A-1 - CONTRACTOR'S UPDATED HOURLY BILLING RATES**  
Effective February 1, 2025

TECHNICAL SPECIALIST (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$171.20	NA	NA	02/01/2025	01/31/2026	\$49.18		\$28.36	\$70.00
	\$179.76			02/01/2026	01/31/2027	\$51.64	5.00%	\$29.78	\$73.50
GIS/GRAPHICS	\$190.16	NA	NA	02/01/2025	01/31/2026	\$54.63		\$36.23	\$73.02
	\$199.67			02/01/2026	01/31/2027	\$57.36	5.00%	\$38.04	\$76.67
OFFICE ASSISTANT	\$139.49	NA	NA	02/01/2025	01/31/2026	\$40.07		\$29.66	\$50.48
	\$146.47			02/01/2026	01/31/2027	\$42.07	5.00%	\$31.14	\$53.00
ASSISTANT TECHNICAL SPECIALIST (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$108.30	\$123.85	\$139.41	02/01/2025	01/31/2026	\$31.11		\$25.00	\$37.22
	\$113.71	\$130.05	\$146.38	02/01/2026	01/31/2027	\$32.67	5.00%	\$26.25	\$39.08
PROJECT ASSISTANT	\$139.49	\$159.53	\$179.56	02/01/2025	01/31/2026	\$40.07		\$29.66	\$50.48
	\$146.47	\$167.50	\$188.54	02/01/2026	01/31/2027	\$42.07	5.00%	\$31.14	\$0.00
WORD PROCESSOR/ADMIN	\$123.48	\$141.21	\$158.95	02/01/2025	01/31/2026	\$35.47		\$30.00	\$40.94
	\$129.65	\$148.27	\$166.89	02/01/2026	01/31/2027	\$37.24	5.00%	\$31.50	\$42.99
FIELD CREW (Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$110.91	\$126.84	\$142.77	02/01/2025	01/31/2026	\$31.86		\$24.72	\$39.00
	\$116.46	\$133.18	\$149.91	02/01/2026	01/31/2027	\$33.45	5.00%	\$25.96	\$40.95

(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-1 - CONTRACTOR'S UPDATED HOURLY BILLING RATES  
Effective February 1, 2025

Subconsultant 1:				\$0.00
Subconsultant 2:				\$0.00
Subconsultant 3:				\$0.00
Subconsultant 4:				\$0.00
Subconsultant 5:				\$0.00

- 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.

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

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Amy E. Fischer</u>	Title*:	<u>Chief Operating Officer</u>
Signature:	<u></u>	Date of Certification(mm/dd/yyyy):	<u>11/01/2024</u>
Email:	<u><a href="mailto:amy.fischer@lsa.net">amy.fischer@lsa.net</a></u>	Phone Number:	<u>(949) 553-0666</u>
Address:	<u>3210 El Camino Real, Suite 100, Irvine, California 92602</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 the proposed contract:

On-Call Environmental Services: technical assistance related to NEPA/CEQA, aesthetics/visual resources, air quality, biological and cultural resources (including surveys and construction monitoring), permitting, wetland delineations, mitigation plans.



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2025

DATE (MM/DD/YYYY)

9/19/2024

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

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1492002 LSA Associates, Inc. 3210 El Camino Real, Suite 100 Irvine, CA 92602	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> American Zurich Insurance Company	<b>NAIC #</b> 40142
	<b>INSURER B:</b> American Guarantee and Liab. Ins. Co.	26247
	<b>INSURER C:</b> Tokio Marine Specialty Insurance Company	23850
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 17532871**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPO 4289165 - 01	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPO 4289165 - 01	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	AUC 4289164 - 01	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 5665125 - 01	9/30/2024	9/30/2025	<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	Contractors Poll & Prof Liab.	N	N	PPK2608629-001	9/30/2024	9/30/2025	\$2M occ/\$4M agg, Retro date: 6/4/1976, \$50,000 ded.

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

RE: All Operations. County of Monterey, its Officers, Agents and Employees are included as additional insured as respects to General Liability and Auto Liability per attached endorsements. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies on General Liability per the attached. Cancellation provisions apply per the attached.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

17532871

Monterey County  
Department of Public Works  
Attn: Lew C. Bauman  
168 West Alisal Street, 2nd Floor  
Salinas CA 93901-0000

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

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### **E. Additional Insureds – Lessees of Premises**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - c. Ends when the person or organization ceases to lease or rent premises from you.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance** :

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. of this endorsement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **F. Additional Insured – Vendors**

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph F. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;



- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs (4) or (6); or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this Paragraph F., the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. Additional Insured – Managers, Lessors or Governmental Entity**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf; and
- resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

**d. To any:**

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

**3. With respect to the insurance afforded to the additional insureds under this Paragraph G., the following is added to Section III – Limits Of Insurance :**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph G.1. of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph G. shall not increase the applicable Limits of Insurance shown in the Declarations.

**H. Additional Insured – Other Persons or Organizations**

**1. Section II – Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs E. through Paragraph G. of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**2. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following additional exclusions apply:**

The insurance afforded to the additional insured under this Paragraph H. does not apply to any person or organization:

a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;

b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

c. Who is scheduled as an additional insured under another endorsement attached to this policy.

**3. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following is added to Section III – Limits Of Insurance :**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph H.1. of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph H. shall not increase the applicable Limits of Insurance shown in the Declarations.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

## V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that

other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

#### b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an

additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**W. Unintentional Failure to Disclose All Hazards**

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**X. Waiver of Right of Subrogation**

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**Y. In Rem**

Section **IV – Commercial General Liability Conditions** is amended to add the following:

**In Rem**

Any "suit" brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

**Z. Liberalization Condition**

The following condition is added to Section **IV – Commercial General Liability Conditions** :

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
CPO 4289165 - 01	9/30/2024	9/30/2025	9/30/2024	75428000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

POLICY NUMBER: CPO 4289165 - 01

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT**

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

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

**Named Insured:** LSA Associates, Inc.

**Endorsement Effective Date:** 9/30/2024

### **SCHEDULE**

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

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.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/30/2024 Policy No. WC 5665125 - 01

Endorsement No.

Insured LSA Associates, Inc.

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned by \_\_\_\_\_



## Endorsement # 17



## Additional Insured Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No: AUC 4289164 - 01

Effective Date: 9/30/2024

This endorsement modifies insurance provided under the:

**Commercial Umbrella Liability Policy**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or	Any location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.

Paragraph **B.2.** of **SECTION V. DEFINITIONS** is replaced by the following:

**2. Insured** means:

- a. You;
- b. Any person or organization included as an **insured** in **underlying insurance**;
- c. Any person or organization, except for those qualifying as an additional **insured** under section **2.d.** of this endorsement, qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**; and
- d. The person(s) or organization(s) shown in the Schedule of this endorsement, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional **insured**:
  - (1) Only to the extent such coverage is required by written contract or written agreement;
  - (2) Only if that person or organization is included as an additional **insured** in **underlying insurance**; and
  - (3) Only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.

However, the insurance afforded to such additional **insured**:

- (a) Only applies to the extent permitted by law;
- (b) Is limited to the minimum amount required by the written contract or written agreement; and
- (c) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional **insured**.

All other terms and conditions of this policy remain unchanged.

- c. The duties and requirements imposed upon any **insured** under this policy will not apply to any **non-admitted jurisdiction**. However, with respect to any claims made or **suits** brought in a **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or **suit**, including:
  - (1) Make such investigation, defense or settlement as we deem reasonable;
  - (2) Obtain our approval for any payment; and
  - (3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.
- d. Under **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of
- e. We will promptly pay the first **Named Insured** at the mailing address listed in Item **2.** of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

#### 10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

#### 11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or **suits** for damages covered by **underlying insurance**;
- c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
- d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

#### 12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

#### 13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

- a. If the **other insurance** is written to be excess of this policy; or
- b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance

to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

#### 14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

#### 15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

#### 16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we

will, where permitted by law or statute, indemnify the **insured**.

#### 17. Transfer of Rights of Recovery Against Others to Us

- a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.  
  
However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.
- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

#### 18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

#### 19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

#### 20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

#### B. The following Condition is applicable to **Coverage A** and **Coverage B**:

##### 1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** took place;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program., Any location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Monterey County  
Department of Public Works  
Attn: Lew C. Bauman  
168 West Alisal Street, 2nd Floor  
  
Salinas, CA 93901-0000

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17532871**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC - Pacific Series**

