



Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to:

Agreement No.: A-15917

- a. Approve a Professional Services Agreement with GHD Inc. to provide professional engineering services for the Blackie Road Extension Project, Project No. 1151, under Request for Proposals #10864, in a total amount not to exceed \$449,683 for Phase 1, for an initial term of three (3) years effective July 1, 2022 to June 30, 2025, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 21st day of June 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 21, 2022.

Dated: June 24, 2022
File ID: A 22-339
Agenda Item No.: 98

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

Julian Lorenzana, Deputy

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

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

GHD Inc.

_____ ,
(hereinafter “CONTRACTOR”).

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide professional engineering services for the Blackie Road Extension Project (RFP #10864)

_____.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$449,683 _____.

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ July 1, 2022 _____ to _____ June 30, 2025 _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Incorporation of RFP #10864, Addendums No. 1 through No. 3 to RFP #10864, and Proposal Documents on file with the Department of Public Works, Facilities and Parks

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

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

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

6. PAYMENT CONDITIONS.

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

7. TERMINATION.

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

8. INDEMNIFICATION.

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

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

9. INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

All 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 Contracts/Purchasing Officer.

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

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

Modification (Justification attached; subject to approval).

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 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.

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other

confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

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

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said

contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. COMPLIANCE WITH APPLICABLE LAWS.

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst III	Lindsey Van Parys, PE, QSD/P, Project Director
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	1101 Monterey Street, Suite 120 San Luis Obispo, California 93401
Address	Address
(831) 755-8966	(916) 245-4220
Phone	Phone

16. MISCELLANEOUS PROVISIONS.

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

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

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

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

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

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

COUNTY OF MONTEREY

CONTRACTOR

By: DocuSigned by: Debra R. Wilson
7B741937AA0041B...
Contracts/Purchasing Officer
Date: 7/6/2022 | 5:51 PM PDT

GHD Inc.
Contractor's Business Name*

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

By: DocuSigned by: [Signature]
1F873C6B79D0433...
(Signature of Chair, President, or Vice-President)*

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

Bill Silva, Vice President
Name and Title
Date: 6/10/2022 | 1:52 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel¹
By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
A1933B26E71744Z...
County Counsel
Date: 6/10/2022 | 2:38 PM PDT

By: DocuSigned by: Duncan Findlay
6AB79CFE0626494...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Duncan Findlay, Secretary
Name and Title

Approved as to Fiscal Provisions²
By: DocuSigned by: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller
Date: 6/10/2022 | 2:49 PM PDT

Date: 6/10/2022 | 2:28 PM PDT

Approved as to Liability Provisions
Office of County Counsel
Leslie J. Girard, County Counsel³
By: _____
Risk Management
Date: _____

County Board of Supervisors' Agreement Number: _____.

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

A. SCOPE OF SERVICES

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

CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with her, his, or its own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price, 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.

The services to be provided for the Blackie Road Extension Project (Project) are in general, the full-range of professional engineering and environmental documentation services, including all disciplines that may be required for the Project. CONTRACTOR shall have extensive experience and knowledge of, including but not limited to the following: Federal Highway Program Guidelines, Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG), California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA) requirements.

As part of the Project development, the CONTRACTOR may need to consider design alternatives and assist the County to evaluate reasonable design alternatives. CONTRACTOR shall provide recommendations for design alternatives. CONTRACTOR shall apply its expertise to include in its proposal a Scope of Work that provides all tasks needed to develop preliminary alternatives, design, plans, specifications, environmental clearance documents and permits necessary to construct a new roadway.

The professional services must include, but are not limited to the following:

PHASE 1 PRELIMINARY ENGINEERING

1.1 Project Management

Project Management includes the supervision and scheduling of Project staff, review of work prepared by CONTRACTOR's staff and subconsultants, project coordination, client liaison, and the monitoring of the schedule and budget. Also included in this task is the preparation of project reports and attendance at

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

meetings with County staff to receive input and discuss and review the Project during its critical design periods. CONTRACTOR will plan on attending/presenting at up to two (2) public meetings.

Project Initiation

Upon receipt of notice to proceed (NTP), a project kick-off meeting will be held to finalize the project scope, approach, goals, and schedule. Items to be addressed include a review of key issues associated with the Project, a description and clarification of the approach required to respond to these issues, a discussion of potential County, State, Federal and other permits which may be required for the Project, and the verification of the project milestone dates. CONTRACTOR will provide the County with a detailed design schedule based on information from the project kick-off meeting.

Coordination Meetings

CONTRACTOR's Project Manager and selected Team Members will attend coordination meetings and design review meetings with County staff members to facilitate comprehensive input from the County during critical design periods.

Design Review Meetings

CONTRACTOR's Project Manager and selected Team Members will attend design review meetings with County staff, which will be scheduled to coincide with the completion of the preliminary design and final design phases.

Meeting/Hearing Attendance

If requested by the County or Caltrans, CONTRACTOR will attend project scoping meetings, design meetings, public hearings, regulatory agency meeting, or other meetings as requested. CONTRACTOR shall moderate a public information (scoping) meeting(s), if required.

Caltrans Local Assistance Coordination

CONTRACTOR will support County staff in the preparation of project documentation as required by the Local Assistance Engineer for compliance with Federal funding requirements. This task includes preparation of exhibits and forms outlined in the LAPM for each Project phase.

1.2 Environmental Documentation

This task includes a virtual project kick-off meeting with Rincon Consultants, Inc.'s (Rincon) Project Manager and Principal-in-Charge, project management and oversight of the internal Rincon (subconsultant to CONTRACTOR) Project team, quality assurance/quality control, and coordination with County staff, CONTRACTOR, and local agencies as needed. This task also includes management of the project schedule and budget, invoicing, and administration required to execute the work program. Rincon will participate in teleconference meetings to coordinate project changes or other issues that may arise throughout the duration of this task. This task also includes general consulting, Principal

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

review and oversight, coordination, and general contract administration. Rincon adheres to proven project management procedures and regular communication with CONTRACTOR's clients throughout the assignment. CONTRACTOR's goal is to produce clear, thorough, and responsive documents on-time and within budget.

This scope of work assumes that electronic deliverables (Word and/or PDF) do not need to be in an ADA-accessible format. Rincon can provide ADA-accessible electronic deliverables for an additional fee.

Wetland Delineation and Preliminary Jurisdictional Determination Consultations with Regulatory Agencies

Rincon will conduct a formal delineation of wetlands and other waters of the United States (US) and State of California (State) as well as California Department of Fish and Wildlife (CDFW) jurisdictional features on the project site using the most current methodologies provided by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and California Coastal Commission (CCC). Rincon will investigate the site's hydrologic connectivity to navigable waters and assess whether any of the on-site waters meet criteria for Federal and/or State jurisdiction based upon current regulatory guidance. Rincon will present the findings in a Jurisdictional Delineation Report (JDR) suitable for submittal to the appropriate resource agencies for verification and permitting. Potential RWQCB jurisdiction will be confirmed in accordance with the current methodologies and thus, is expected to mirror the jurisdictional limits of CDFW jurisdiction.

Potential CDFW jurisdiction will be delineated in accordance with California Fish and Game Code Section 1602(a), including streambeds to the top of the bank and associated riparian vegetation, whichever is greater. However, with regard to CDFW-jurisdictional streambeds, it is important to note CDFW recently has been asserting a more expansive view of the jurisdictional streambed than has been previously held by practitioners and agency representatives.

Longstanding practice has been to delineate the lateral limits of CDFW jurisdiction at the top of the physical bank or the landward dripline of riparian vegetation, whichever is broader. However, on recent projects, CDFW staff have asserted the streambed is, in fact, wider. This is often based on methods developed for desert wash delineations and other unspecified factors. Rincon will delineate the streambed to the top of the bank or the outer edge of riparian vegetation, consistent with established practice. However, Rincon recognizes CDFW may assert a broader jurisdiction and there may be a need to negotiate with CDFW regarding the jurisdictional limits.

Rincon will conduct a field survey of the defined project site to document current conditions and potential jurisdictional aquatic resources within the defined project limits. The field survey will be conducted by one (1) Rincon biologist with

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background knowledge of jurisdictional aquatic resources, current regulations, coastal wetlands as defined in the California Coastal Act (CCA), and Monterey County habitats.

The JDR would be provided in letter format as an electronic file(s) (Word and/or PDF) consistent with the USACE, RWQCB, CDFW, and CCC standards that can be utilized for permit applications/notifications. Rincon would address one (1) round of comments from the County on the draft JDR, then provide a final JDR. The JDR would cover the following at a minimum:

- Introduction
- Site description
- On-site soil descriptions
- Site ecology descriptions
- Delineation methodology
- Results and conclusions, including a figure depicting the potentially jurisdictional features and each agency's jurisdictional extent
- References

Jurisdictional delineation figures would follow the USACE's Map and Drawing Standards for the South Pacific Division Regulatory Program guidelines.

Assumptions:

- Georeferenced Computer-Aided Design (CAD) file and/or Geographic Information System (GIS) shapefiles will be provided (in the appropriate projection) of the project footprint (including areas of permanent and temporary impact) to Rincon for review and analysis at least one (1) week prior to field survey.
- Rincon will conduct the field survey with one (1) biologist over one (1) survey day.

Biological Resources Assessment

Rincon will prepare a Biological Resources Assessment (BRA) report that represents the industry's standard requirements for a typical biological resources investigation. The scope of work for a BRA consists of data procurement, literature and database reviews, field surveys, and report preparation that would include a summary of CONTRACTOR's findings upon completion of the survey efforts. The BRA will be prepared with the intent of serving as the basis for suitable analysis of potential impacts to such resources pursuant to the CEQA environmental review processes in accordance with the standards set forth by the County, respectively, and of supporting regulatory permitting for the Project.

Rincon will obtain and evaluate baseline data, including but not limited to aerial imagery, topographic quadrangle, soil survey, and existing reports, plans and environmental documents prepared for the Project and surrounding areas. Rincon will review draft technical documents for the State Route (SR) 156/Castroville

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Boulevard Interchange Improvements Project and incorporate relevant findings into the BRA. Background information regarding biological resources in the vicinity of the Project will include primary literature, consultant project files, resource agency guidelines and technical reports. Official online species lists from the United States Fish and Wildlife Service (USFWS) identifying federally listed, proposed, or candidate species that may potentially occur, or be affected by projects, in the vicinity of the projects, and the CDFW Rare Find [otherwise known as the California Natural Diversity Data Base (CNDDB)] for reported occurrences of special status species within approximately five (5) miles of the project sites will be reviewed. In addition to the aforementioned database reviews, Rincon will review the California Native Plant Society Inventory of Rare and Endangered Plants of California for reported occurrences of special status plant species within the project study area.

Rincon will conduct a reconnaissance-level biological survey to evaluate the project site existing conditions, and the sites' potential to support special status species and vegetation communities. The field survey will be conducted by one (1) Rincon biologist with background knowledge of Monterey County and regionally occurring special status species and habitats. Habitat types present on-site and their suitability to support special status species will be documented. Rincon will also characterize and map the vegetation communities present and document all plants and animals observed on the project sites. This field survey is intended to ground-truth any previously collected biological data and to supplement previous findings with current observations.

Rincon will prepare a BRA report describing the methods and results of the assessment, including a figure depicting terrestrial vegetation communities, habitat types and other biological features observed during the reconnaissance-level field survey. The intent of this report is to assist with future project design, environmental review, and/or mitigation planning efforts. A draft BRA report will be submitted to the County for review and comment. Following County review, the report will be finalized and delivered in an electronic format (Word and/or PDF).

Assumptions:

- Georeferenced Computer-Aided Design (CAD) file and/or Geographic Information System (GIS) shapefiles will be provided (in the appropriate projection) of the project footprint (including areas of permanent and temporary impact) to Rincon for review and analysis at least one (1) week prior to field survey.
- Draft Castroville/156 Interchange technical documents will be provided as background literature for review.
- Rincon will conduct one (1) reconnaissance-level field survey with one (1) biologist over one (1) survey day.

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- Rincon will receive right of entry to the project site prior to conducting the field survey.

Cultural Resources Study

The project site is in an area mapped as having high archaeological sensitivity by the County, and therefore requires a Phase 1 cultural resources survey. Additionally, Phase 1 studies are required for coastal development permits.

California Historical Resources Information System Records Search

Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius at the Northwest Information Center (NWIC) located at Sonoma State University. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the project site. In addition to the resource records and reports, an examination will be made of historical maps, the National Register of Historic Places, California Register of Historical Resources, the Built Environment Resources Directory, the Archaeological Determinations of Eligibility list, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work conducted in or near the project site. Direct expenses associated with the records search will not exceed \$1,200. Record search requests at NWIC are typically fulfilled in 4-6 weeks. If the results of record searches have schedule or budget ramifications, it will be communicated to CONTRACTOR and County staff in a timely manner to effectively maintain the project schedule and allow the County to manage project risk effectively. Rincon assumes this scope of work does not include an in-person search nor processing of the results.

Native American Heritage Commission Sacred Lands File Request

On behalf of the County, Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search will indicate whether recorded Sacred Lands are present within the vicinity of the project site. The NAHC will also provide a list of Native American contacts for the Project, which will be provided to the County. This does not constitute Assembly Bill (AB) 52 consultation. This scope of work assumes County staff will conduct the required government-to-government AB 52 consultation.

Cultural Resources Survey

Upon completion of the records search, Rincon will conduct a pedestrian survey of the project site. A Rincon cultural resources specialist will conduct a pedestrian survey using transects spaced at maximum intervals of 15 meters over all exposed ground surface within the project area. Transect accuracy will be maintained through use of a hand-held global positioning system (GPS) unit. For the purposes of this scope of work, Rincon assumes the survey will be negative for cultural resources. Should any cultural resources be identified during the survey, a scope and budget augmentation will be submitted for formal recordation

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or record updating on State of California Department of Parks and Recreation Series 523 (DPR) forms. No testing or evaluation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. The survey will be conducted in accordance with agency standards and project documentation and protocols. Rincon assumes that the survey will require one (1) field day to complete by a single cultural resources specialist, including travel time, and there will be no access issues. A single mobilization will be needed to complete the fieldwork. Results of field surveys that have schedule or budget ramifications will be communicated to CONTRACTOR and County staff in a timely manner to effectively maintain the project schedule and allow CONTRACTOR and the County to manage project risk effectively.

Cultural Resources Technical Report

Rincon will prepare a cultural resources technical report that will present findings, recommendations, and impact assessments. The report will follow the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format and will provide applicable environmental and cultural contexts for the project site and vicinity, outline the regulatory framework within which impacts to cultural resources will be analyzed, present the methods and results of the CHRIS records search, archival research, and field survey. The report findings will include recommendations for additional work or mitigation measures, if any are deemed necessary. Following County review, the report will be finalized and delivered in an electronic format (Word and/or PDF). A copy of the final report will be filed with the NWIC.

Assumptions:

- The Project does not require Federal funding or permitting that would trigger Section 106 of the National Historic Preservation Act (NHPA).
- The Project does not require compliance with the Caltrans Standard Environmental Reference
- Completion of NWIC records search within one (1) month of NTP
- Direct expenses for the cultural resources records search will not exceed \$800.
- The cultural resources survey will not require more than one (1) day in the field.
- No cultural resources will be identified. Should any resources be identified that require recordation and evaluation, an amendment to the scope of work will be necessary to this Agreement and will require approval by the County's Board of Supervisors.
- The draft technical report will not require more than two (2) NHPA rounds of revision based on comments from CONTRACTOR or the County.

Conformance to Coastal Plan

Rincon will evaluate the Project's consistency with the Monterey County Local Coastal Program, which implements the goals and policies of the Coastal Act. This will include a discussion of policy consistency components that refer to or

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rely upon mitigation measures from the CEQA environmental review (see CEQA Document Task below). The consistency evaluation will serve as a summary of the environmental issues discussed in the CEQA environmental review. Many coastal land use compatibility issues are directly related to other environmental issues. Biological and cultural resources, agriculture, traffic, noise, light and glare, air quality, and aesthetics/visual resources all enter into the coastal land use compatibility discussions. Therefore, this analysis serves to re-focus the discussion into a planning perspective. This scope of work anticipates that the Project would not conflict with applicable policies, programs, or implementation practices. This evaluation will be summarized in the Land Use and Planning section of the Initial Study (IS) and included in full in the Environmental Document Appendix.

CEQA Document

Notice of Preparation (NOP)/Initial Study (IS)

Rincon will initiate the environmental process by preparing a NOP pursuant to CEQA and circulating for public review. The notice will include a brief project description, project location, and summary of the probable environmental effects of the project. Rincon will distribute the NOP to the State Clearinghouse, all identified responsible and trustee agencies, and other stakeholders via email (with read receipt requested) or certified mail, where email contacts are not available. Substantive responses to the NOP will be compiled and addressed within the environmental document. Issuance of the NOP will initiate a 30-day public scoping period to gather input on environmental issues and concerns, anticipated environmental impacts, and suggested alternatives to reduce impacts.

The NOP will be supported by a CEQA IS, which Rincon will prepare as a scoping tool pursuant to the requirements of CEQA Guidelines Section 15063. Note that bypassing the IS is allowable per CEQA Guidelines Section 15060(d); however, Rincon anticipates preparation of a detailed IS supporting the NOP will ultimately serve as a time and cost saving measure, as described in the following tasks.

The IS will be prepared using the most recent County IS template and format and will incorporate the findings of technical studies for key issue areas prepared pursuant to the Wetland Delineation and Preliminary Jurisdictional Determination Consultations with Regulatory Agencies Task, BRA Task, Cultural Resources Study Task and Conformance to Coastal Plan Task above. In addition to the key issues evaluated in technical studies, the IS will include an evaluation of the Project's potential environmental impacts, with special attention to the following environmental topics:

- Land Use/Planning
- Transportation/Traffic
- Agricultural and Forest Resources

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- Aesthetics
- Hydrology/Water Quality
- Geology/Soils
- Hazards/Hazardous Materials
- Air Quality, Greenhouse Gas Emissions, and Energy
- Noise
- Mandatory Findings of Significance

The IS analysis for each environmental topic will follow standard industry methodologies and compare potential project impacts to agency-adopted or otherwise substantiated thresholds of significance to draw defensible environmental conclusions. Where possible, impacts will be quantified (e.g., through application of standard emissions models recommended by Monterey Bay Air Resources District (MBARD) for air quality and greenhouse gas emissions, and transportation agency-supported noise and vibration quantification protocols). If existing data does not allow quantification, reasonable assumptions based on available evidence will be used to qualitatively forecast potential impacts.

Rincon's scope of work for the IS assumes the Project would not result in issues related to Section 4(f) of the Department of Transportation Act of 1966 (Act) (49 US Government Code 303). Based on a preliminary review of the Project, available data from the adjacent SR 156/Castroville Boulevard Interchange Improvements Project, and baseline conditions in the project area, Rincon assumes the IS will identify that most potential environmental impacts would be reduced below applicable thresholds of significance with feasible mitigation. However, due to the high level of interest in preservation of agricultural resources in the County, as well as the potential for transportation improvement projects to be found to induce new growth, this scope of work assumes the Project may result in the following potential environmental impacts requiring preparation of an Environmental Impact Report (EIR):

- Induced growth that would increase Vehicle Miles Traveled (VMT)
- Permanent removal of Farmland Mapping & Monitoring Program (FMMP) designated Prime Farmland, Unique Farmland, and Farmland of Statewide Importance

EIR Project Description

Rincon will prepare a draft description of the Project with sufficient detail to comprehensively describe the proposed road extension and conduct the technical analyses described in the Wetland Delineation and Preliminary Jurisdictional Determination Consultations with Regulatory Agencies Task, BRA Task, Cultural Resources Study Task and Conformance to Coastal Plan Task above, as well as the EIR. In accordance with CEQA Guidelines Section 15124, the project description will include the project objectives to be developed in coordination with the County, a detailed description of the proposed project characteristics,

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anticipated construction methodology (appropriate assumptions for analysis), and required permits and approvals. High quality graphics showing existing and proposed conditions, nearby landmarks, and distances, when applicable, will be used to portray the Project to the public.

Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR for County review, in accordance with the State CEQA Guidelines. The EIR will contain a thorough and legally defensible analysis based on substantial evidence, using existing information to the greatest extent appropriate and practicable. The EIR will be written in a manner easily understood by the general public and decision makers. Information will be presented using concise language, supported by reference to technical reports (in the Wetland Delineation and Preliminary Jurisdictional Determination Consultations with Regulatory Agencies Task, BRA Task, Cultural Resources Study Task and Conformance to Coastal Plan Task), graphics, and the IS to streamline the analytical effort and explain technical information to a non-technical audience.

The Administrative Draft EIR will address all environmental topics and include all required sections, as identified in the CEQA Guidelines (Appendix G checklist). The EIR will include an executive summary, introduction, project description, environmental setting, environmental impacts and mitigation measures, alternatives, references, and appendices/technical reports. Each of these key EIR sections are described briefly below.

Executive Summary

Rincon will prepare a summary of the Project and associated environmental consequences. This section will summarize project impacts and proposed mitigation measures. The summary will note areas of known controversy and summarize the project alternatives reviewed and their associated impacts. The summary will also identify the environmentally superior alternative and rationale for its selection as such.

Introduction and Environmental Setting

The Introduction will describe the project history and provide an overview of CEQA and the overall EIR methodology. The Environmental Setting will provide a general description of the project vicinity, including its geographic extent, climatic conditions, and demographic conditions. The Environmental Setting will also describe the approach to and basis for the cumulative impact analysis.

Environmental Impacts and Mitigation Measures

Each environmental issue addressed in the EIR will contain the following components:

- Environmental and regulatory setting;
- Methodology and significance thresholds;
- Project-level and cumulative impact analyses;

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- Mitigation measures; and
- Level of significance after mitigation

Rincon assumes the IS will identify that most potential environmental impacts would be able to be reduced below applicable thresholds of significance with feasible mitigation, such that the two (2) environmental topics requiring further environmental analysis in the EIR would be Transportation (growth/induced VMT) and Agricultural Resources (loss of designated Prime Farmland, Unique Farmland, and Farmland of Statewide Importance). Rincon's recommended technical approach to evaluating these two (2) environmental topics in the EIR are as follows:

Transportation

This section of the EIR will consider whether the proposed roadway extension would conflict with an applicable congestion management program; induce substantial growth or a substantial increase in regional VMT; or substantially increase hazards due to a design feature or incompatible use.

For the purposes of CEQA, Rincon's evaluation of the Project's potential transportation impacts will be based on a VMT Analysis that would be prepared by CONTRACTOR consistent with the California Office of Planning & Research Technical Advisory. If necessary, CONTRACTOR will estimate the net change in regional VMT as a result of the Project using data available from the Regional Transportation Plan, Regional Transportation Improvement Program, and/or local regional travel demand model. Rincon and CONTRACTOR will prepare a VMT Analysis that evaluates whether the project meets Office of Planning and Research (OPR) criteria and can be presumed to have no significant transportation impact, or whether the change in VMT may have a potentially significant impact. As a result, our work program assumes the traffic reporting will address project and cumulative impacts on study area roadways and intersections relative to County level of service standards and VMT, as well as potential multimodal (pedestrian, bicycle, and transit) effects, and that no additional traffic analysis will be necessary. The EIR will incorporate the findings of the Transportation Impact Study and VMT Analysis and, as required, will provide mitigation to minimize potential impacts to transportation and multimodal circulation. CONTRACTOR will also peer-review the Transportation section of the EIR.

Agricultural Resources

The northern portion of the roadway extension project area includes areas designated as Prime Farmland, Unique Farmland, and Farmland of Statewide Importance according to the California Department of Conservation Farmland Mapping and Monitoring Program (FMMP). This section of the EIR will evaluate the potential impact to agricultural resources resulting from permanent right-of-way acquisition and temporary construction easements from surrounding properties required during project construction.

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The proposed project's impacts on Prime Farmland, Unique Farmland, and Farmland of Statewide Importance will be evaluated based on project plans developed by CONTRACTOR and disclosed in the EIR. Local planning resources, such as the Monterey County General Plan and Coastal Plan, will be reviewed to provide context of existing and historical agricultural production. This EIR section will discuss the Project's consistency with applicable farmland-related policies and regulations. Rincon will identify feasible mitigation for the projects impacts to Prime Farmland, Unique Farmland, and Farmland of Statewide Importance to reduce the impact to the extent feasible.

Where possible, impacts will be quantified. If existing data does not allow quantification, reasonable assumptions based on available evidence will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. The cumulative impacts analysis will consider the potential impacts of the Project, in combination with other programmed transportation improvements and planned growth in the County. All necessary mitigation measures will be presented in wording that can be directly applied to the proposed project and will include monitoring requirements. Impacts will be classified as Adverse but Less than Significant, Less than Significant with Mitigation, or Significant and Unavoidable, and the discussion of impact significance after mitigation will identify the effectiveness of the mitigation measures and monitoring procedures.

As each impact analysis section is prepared, Rincon will compile source reports and other data for inclusion in the administrative record.

Effects Found Not to be Significant

As indicated in the State CEQA Guidelines, an EIR must include a discussion of environmental effects of the Project found not to be significant. This discussion will include brief discussions of issues for which significant impacts are not anticipated, such as the issues identified as less than significant in the IS. The level of required substantiation for determining that these issues would result in no impact or a less-than-significant impact is described in Section 15128 of the State CEQA Guidelines.

Alternatives

As required by CEQA Guidelines Section 15126.6, the EIR will describe and evaluate a reasonable range of alternatives to the proposed Project that would feasibly attain most of the Project's basic objectives, but that would avoid or substantially lessen identified significant environmental impacts of the Project. In order to develop a reasonable range of alternatives, Rincon's team will work closely with CONTRACTOR and County staff and consider project objectives, significant impacts of the proposed Project based on preliminary analysis, and alternatives suggested during the scoping process. These may include modified alignments to reduce potential impacts to biological resources, cultural resources, hazardous materials, or transportation. This scope of work assumes the EIR will

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analyze up to three (3) project alternatives, including the No Project alternative as required by CEQA. In accordance with CEQA requirements, the alternative will be analyzed at a level of detail allowing comparison of the impacts of the alternatives with those of the proposed Project, but not at an equal level of detail to the proposed Project, and the environmentally superior alternative will be identified.

Other CEQA-Required Sections

The EIR will include all other sections required by the State CEQA Guidelines, including growth inducing impacts and irreversible significant effects. This section of the EIR will examine the potential for the proposed Project to induce substantial population growth and/or economic expansion or remove obstacles to growth, such as through infrastructural improvements including new roadway connections.

References

Rincon will prepare the References and Report Preparers section of the EIR and will assist County staff with assembly of the administrative record for the Project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format. Rincon will submit the Administrative Draft EIR in electronic Word format within six (6) weeks of the VMT Analysis.

Second Administrative Draft EIR

Following County staff review of the Administrative Draft EIR, Rincon will revise the document based on comments received and provide a Second Administrative Draft for review by the County. This scope assumes that any conflicting comments will be resolved by County staff before making changes, and the comments don't require substantial changes such as reorganization or new analyses. The Second Administrative Draft will be provided to the County for review in electronic Word format showing tracked revisions.

Screencheck Draft EIR

Following County and other stakeholder review, Rincon will prepare a "Screencheck" Draft EIR in clean PDF format. At this stage it is anticipated that revisions will be limited to editorial and will not result in major formatting changes, if any. Rincon anticipates County staff will combine all comments into one (1) consolidated set of comments for incorporation into the Screencheck Draft.

Public Draft EIR and Coordination of Review

This task involves editorial work to publish the Draft EIR for public review and comment. Rincon will prepare the Notice of Completion (NOC), Notice of Availability (NOA), and State Clearinghouse Summary Form for Electronic Document Submittal. Rincon assumes County staff would be responsible for

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circulation of the appropriate notices to stakeholders, organizations, and the public. Rincon will provide all documents in electronic (Word and PDF) format.

If the County requires a public comment hearing, Rincon's Project Manager will attend a public meeting during the public review period to present findings of the Draft EIR and receive public comment.

Response to Comments on the Public Draft EIR and Administrative Final EIR

The Final EIR is comprised of the comments received on the Public Draft EIR, responses to the comments, and Revised Draft EIR (in errata format or reprint).

Once the public review period is complete, Rincon will summarize the comments received and review the comments with County staff. Rincon will prepare draft responses that address all written comments received, as well as verbal comments received at the public meetings during the public review period, identify any necessary revisions to the Draft EIR, and submit a digital copy for County review. This scope of work assumes that up to ten (10) comment letters containing comments on the content of the CEQA document will be received. This includes three (3) lengthy (over five (5) pages) and/or substantive letters, that can be adequately responded to in a maximum of 60 professional staff hours. These assumptions are based on our prior experience with similar EIRs and CONTRACTOR understanding of the litigious nature of CEQA review in the County. Comment letters that solely express support or opposition to the Project would not count against this assumption. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. CONTRACTOR reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. This scope of work assumes up to two (2) rounds of review by the County staff.

Final EIR and Mitigation Monitoring and Reporting Program

After receipt of County staff comments on the draft responses to comments, Rincon will prepare a Screencheck Final EIR, which compiles the comments, responses to comments, and EIR revisions, for final review by County staff in Microsoft Word format. After receiving any final editorial comments, Rincon will prepare the Final EIR for posting on the County website. CEQA requires that responses be provided to commenting agencies at least ten (10) days prior to certifying the Final EIR.

Concurrent with the Administrative Final EIR, Rincon will prepare a Mitigation Monitoring Reporting Plan (MMRP) that includes the mitigation measures identified in the EIR with sufficient detail for clear implementation and monitoring actions, for County staff to easily input into Accela. Agencies and entities responsible for mitigation implementation and monitoring will be identified in coordination with County staff.

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Findings and Statement of Overriding Considerations

If requested by the County, Rincon will prepare the CEQA findings for the Project in accordance with CEQA Guidelines Section 15091. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the document. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the draft Statement of Overriding Considerations for the County. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment, and then incorporate County staff comments into a final document.

Prepare Final Environmental Document and File Documents

Following public hearings and final project decisions, Rincon will provide the County with the final documents in electronic format and will assist the County with filing of the Final EIR, including preparation of the Notice of Determination (NOD) and filing with the State Clearinghouse. Rincon assumes the County would file the NOD with the County Clerk's Office. Rincon also assumes the County will be responsible for payment of filing/CDFW fees, and any other direct expenses associated with noticing and filing the Final EIR. All documents will be provided in digital format only.

1.3 Mapping and Surveys

Topographic Mapping

- Research and tie into published control to establish project datums on the California State Plane Coordinate System and published benchmarks (NAVD 1988).
- Provide horizontal and vertical control points for the aerial mapping. Provide pre-flight paneling for aerial mapping and check the panels on the day of the aerial photography. Obtain aerial mapping for the project area. Mapping scale will be 1"=40' with a 1-foot contour interval, scattered spot elevations and all visible plan features and utility covers.
- Tie into established project control as described above.
- Conduct a supplemental ground survey of the potential conform areas along Blackie Road. Supplemental mapping to include all visible utilities, improvements and trees over 6" at breast height, pavement cross sections of Blackie Road will be obtained every 50' +/-.
- Measure rim and invert elevations for storm and sewer structures within the survey project limits.
- Compile survey data into base CAD file and Civil 3D surface file.

Right-of-Way Determination

- Research property information and recorded maps. Review record maps and layout record boundary.

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- Perform a limited field survey to recover monuments of record to corroborate the record boundary layout.
- Obtain and review Condition of Title Reports where work is proposed on private parcels. Based on review CONTRACTOR assume title reports will be needed for the following parcels: 133-071-008, -011, -010 and -020.
- Whitson Engineers (Whitson) will collect available data from the local utility companies per ASCE Quality Level C for the project corridor and integrate the information into the project base map. The County shall request a USA location prior to the survey in order to facilitate the location of additional utility installations.
- Upon completion of Underground Service Alert (USA), CONTRACTOR will field locate visible utilities, utility markings, pin flags and utility potholes.
- Integrate record and surveyed utility data into CAD base file.
- Develop a boundary base map showing record rights-of-way and easements within the subject parcels. Please note: This will not constitute a full boundary survey or resolution.

Deliverables:

- Updated Field Survey and Topographic Map
- Right-of-Way Acquisition/Construction Easement Plan
- Right-of-Way Survey Documentation Mapping

1.4 Hydrologic and Hydraulics Assessment

Hydraulics Report

The Project could potentially alter existing drainage patterns. CONTRACTOR will prepare an updated Location Hydraulics Study, completed to Caltrans' requirements.

The hydraulics report update will include the following tasks:

- Investigate supplemental hydrology information from the County of Monterey Water Resources Agency, United States Geological Survey (USGS), and USACE for flow rate estimates.
- Prepare pre-construction and post-construction storm water generation and hydraulic analysis.

The hydrology and hydraulics task will also include coordination with the County and the Monterey County Water Resources Agency (MCWRA). The coordination will include review and analysis of project impacts to floodways and floodplain in the context of Monterey County Codes and Ordinances.

Hydrology and Water Quality Impacts

Construction activities may lead to water quality impacts. CONTRACTOR will provide a memorandum describing how potential water quality impacts will be minimized, including engineering controls and Best Management Practices that

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will be implemented in a Storm Water Pollution Prevention Plan (SWPPP). Any impacts identified in the Floodplains Studies will be included. The Water Quality section of the Natural Environmental Study (NES) will also address potential short term and long-term impacts to water quality from construction and project operation.

Deliverables:

- Location Hydraulic Study
- Water Quality Report

1.5 Traffic Analysis

Conduct Intersection Control Evaluation (ICE)

CONTRACTOR will initiate the ICE Step 1 evaluation per Caltrans requirements. The following services represent the work that will be provided to prepare and process the ICE Step 1 evaluations. Sufficient information and data will be provided through both ICE evaluation to prepare the Design Scoping Index, Preliminary Traffic Engineering Assessment and Scoping Index scoping tools.

Traffic and Performance Analysis Findings

CONTRACTOR's analysis will optimize Traffic Signal and Roundabout Alternative Geometrics and Operations. Geometrics and operations associated with the signal and roundabout alternatives will be optimized. For each roundabout alternative, Fast Path and Truck Turn design checks will be performed,

Deliverables:

- ICE Step 1 Report, Roundabout Design Check

1.6 Utility Coordination

Whitson will collect available data from the local utility companies per ASCE Quality Level C for the project corridor and integrate the information into the project base map. The County shall request a USA location prior to the survey in order to facilitate the location of additional utility installations. Upon completion of USA, Whitson will field locate visible utilities, utility markings, pin flags and utility potholes. Integrate record and surveyed utility data into CAD base file.

Deliverable:

- Utility Maps

1.7 Design Engineering

Upon completion of data gathering, investigation and analysis, an updated Preliminary Design Report will be prepared by CONTRACTOR. The Report

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shall evaluate design alternatives, summarize findings and shall recommend a preferred design and improvements for the project. Preliminary plans of all major features of the Project shall be provided so that the County will have a clear understanding of the proposed improvements. CONTRACTOR shall provide a preliminary cost estimate of the proposed improvements for proposed Project. The Preliminary Report shall state the property acquisition requirements for the Project. A Type Selection meeting will be arranged, if necessary.

30% Preliminary Plans

The Preliminary Design Phase is intended to allow the County, Caltrans, utility companies, and other involved agencies to review and comment on the basic design concepts early in the process. Plan development will be based upon the geometry developed in the Geometric Alignment Drawing Submittal. CONTRACTOR will develop Preliminary Plans to establish fundamental elements of the design.

30% Preliminary Construction Cost Estimates

A Preliminary Construction Cost Estimate will be prepared based on items and quantities of work shown on the Preliminary Plans and other anticipated improvements. The opinion will be based upon current market unit costs, the magnitude of the quantities, experience with similar local projects, and the engineer's judgment.

Deliverables:

- Plan Set Drawings (11" x 17" plots)
- 30% Level Construction Cost Estimate
- Preliminary Reports and Studies noted above
- Striping and Signing Plans
- Retaining Wall General Plan (Type Selection) (if necessary)
- Foundation Plan (if necessary)

At this time, CONTRACTOR shall only provide services for Phase 1, upon County's written Notice to Proceed.

- A.2** All written reports required under this Agreement shall be delivered electronically to the following individual:

Alberto Mejia-Ceja, Assistant Engineer
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: mejia-cejaa@co.monterey.ca.us

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$449,683**, for the performance of all things necessary for or incidental to the performance of work for Phase 1 of the Project as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to the following Cost Proposal and Exhibits 10-H and 10-H1 of the LAPM of this Agreement or in accordance with the following terms:

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

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

B.2 CONTRACTOR'S BILLING PROCEDURES

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

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

GHD Inc. Cost Proposal for Blacklie Road Extension Project (Phase 1)

Task	GHD Fee										Subconsultant Fee			Total Cost		
	Linsey Van Parys PIC	Jay Walter Project Manager	John Rogers QA/QC	Rashed Gibson Project Engineer	Erik Franseau Hydraulic Engineer	Kamlesh Vedala Traffic Operations	Jorge Vargas-Moron Roundabout Engineer	Senior Engineer D-F	Staff Engineer A-C	Staff Engineer A-C	Hours	Cost	Geotechnical Support		Environmental Support	Surveys Right of Way & Utilities
PHASE 1																
Task 1.1 Project Management	8	20	5	11	6	6	6	0	0	0	0	0	0	0	0	0
Project Management	8	20	5	11	6	6	6	0	0	0	0	0	0	0	0	0
Meetings	6	40	5	8	3	3	3	0	0	0	0	0	0	0	0	0
Cultural Coordination	6	24	5	8	3	3	3	0	0	0	0	0	0	0	0	0
Schedule	6	6	3	3	3	3	3	0	0	0	0	0	0	0	0	0
Task 1.2 Environmental Documentation	0	16	24	24	24	24	24	0	0	0	0	0	0	0	0	0
Wildlife Determination & Biological Resources Assessment	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
Cultural Resource Study	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
Scenic Resources Study	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
CEQA & NEPA	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
Task 1.3 Mapping and Surveys	0	0	0	24	24	24	24	0	0	0	0	0	0	0	0	0
Topographic	0	0	0	24	24	24	24	0	0	0	0	0	0	0	0	0
Preliminary Right of Way	0	0	0	4	4	4	4	0	0	0	0	0	0	0	0	0
Hydrologic and Hydraulic Assessment	0	2	0	0	24	0	0	0	0	0	0	0	0	0	0	0
Leak Detection Study	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
Traffic Analysis	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
ICE Analysis	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0
Utility Coordination	0	2	0	4	0	0	0	0	0	0	0	0	0	0	0	0
Utility Maps	0	2	0	4	0	0	0	0	0	0	0	0	0	0	0	0
Task 1.7 Preliminary Design Engineering	8	16	24	112	0	0	0	0	0	0	0	0	0	0	0	0
30% Preliminary Design	8	16	24	112	0	0	0	0	0	0	0	0	0	0	0	0
30% Preliminary Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	20	132	53	159	54	70	102	80	272	360	1302	\$228,419	\$0	\$150,208	\$71,055	\$449,683

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal**EXHIBIT 10-H COST PROPOSAL** Page 1 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier SubconsultantConsultant GHD Inc.Project No. 12580620 Contract No. _____ Date 4/8/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Average Range of Rates		Actual Hourly Rate	Total
Principal in Charge	Lindsey Van	20	\$80.00	\$120.00	\$ 83.41	\$ 1,668.20
Project Manager	Jay Walter	132	\$45.00	\$80.00	\$ 83.60	\$ 11,035.20
QA/QC	John Rogers	53	\$30.00	\$60.00	\$ 68.75	\$ 3,643.75
Project Engineer	Rashod Gibson	159	\$50.00	\$80.00	\$ 72.12	\$ 11,467.08
Hydraulics Engineer	Erik Fanselau	54	\$30.00	\$60.00	\$ 74.52	\$ 4,024.08
Public Outreach	GHD	0	\$50.00	\$80.00	\$ 76.00	\$ 0.00
Snr. Traffic Engineer	Kamesh	70	\$50.00	\$80.00	\$ 92.86	\$ 6,500.20
Roundabout Engineer	Jorge Vanegas-	102	\$25.00	\$50.00	\$ 43.27	\$ 4,413.54
Snr. Environmental	GHD	0	\$50.00	\$80.00	\$ 57.00	\$ 0.00
Environmental Planner	GHD	0	\$50.00	\$80.00	\$ 63.00	\$ 0.00
GIS Support	GHD	0	\$25.00	\$50.00	\$ 33.00	\$ 0.00
Engineer D-F	GHD	80	\$50.00	\$80.00	\$ 60.00	\$ 4,800.00
Engineer A-C	GHD	272	\$25.00	\$50.00	\$ 45.00	\$ 12,240.00
Engineer D-F	GHD	0	\$50.00	\$80.00	\$ 75.00	\$ 0.00
Engineer A-C	GHD	360	\$25.00	\$50.00	\$ 38.00	\$ 13,680.00
Administration	GHD	0	\$15.00	\$25.00	\$ 34.00	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$73,472.05</u>
b) Anticipated Salary Increases (see page 2 for calculation)	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$73,472.05</u>

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>32.33</u> %)	e) Total Fringe Benefits [(c) x (d)]	<u>\$23,753.51</u>
Overhead & G&A (Rate: <u>150.30</u> %)	f) Overhead [(c) x (f)]	<u>\$110,428.49</u>
h) General and Administrative (Rate: <u> </u> %)	i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
j) TOTAL INDIRECT COSTS [(e) + (f) + (i)]		<u>\$134,182.00</u>

FIXED FEEk) TOTAL FIXED FEE [(c)+(j)] x fixed fee %: 10% \$20,765.41**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
(PA&ED) Mileage Costs	0	Miles	\$0.57	\$0.00
(PA&ED) Plan Reproduction/Meeting Materials	1	LS	\$0.00	\$0.00
(PA&ED) ODC Services (Traffic Counts, Title Rpt, Misc.)	1	LS	\$0.00	\$0.00
(PS&E) Mileage Costs	0	Miles	\$0.57	\$0.00
(PS&E) ODC Services (Potholing, Misc.)	1	LS	\$0.00	\$0.00
(CE) ODC Services (ATP Counts, Misc.)	1	LS	\$0.00	\$0.00
l) TOTAL OTHER DIRECT COSTS				<u>\$0.00</u>

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: Geocon	<u>\$0.00</u>
Subconsultant 2: Rincon	<u>\$150,208.33</u>
Subconsultant 3: Whitson	<u>\$71,055.21</u>
Subconsultant 4:	<u>\$0.00</u>
Subconsultant 5:	<u>\$0.00</u>
Subconsultant 6:	<u>\$0.00</u>
m) TOTAL SUBCONSULTANTS' COSTS	<u>\$221,263.54</u>

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$221,263.54**TOTAL COST [(c)+(j)+(k)+(n)]** **\$449,683.00****NOTES:**

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 73,472.05	1,302	= 56.43014593	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
Year 1 \$56.43	+	0%	= \$56.43 Year 2 Avg Hourly Rate
Year 2 \$56.43	+	0%	= \$56.43 Year 3 Avg Hourly Rate
Year 3 \$56.43	+	0%	= \$56.43 Year 4 Avg Hourly Rate
Year 4 \$56.43	+	0%	= \$56.43 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year	Total Hours per Proposal	Total Hours Year	
Year 1 100.00%	*	1,302	= 1302.0 Estimated Hours Year 1
Year 2 0.00%	*	1,302	= 0.0 Estimated Hours Year 2
Year 3 0.00%	*	0	= 0.0 Estimated Hours Year 3
Year 4 0.00%	*	0	= 0.0 Estimated Hours Year 4
Year 5 0.00%	*	0	= 0.0 Estimated Hours Year 5
Total 100%			= 1302.0

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

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$56.43	*	1302	= \$73,472.05 Estimated Hours Year 1
Year 2 \$56.43	*	0	= \$0.00 Estimated Hours Year 2
Year 3 \$56.43	*	0	= \$0.00 Estimated Hours Year 3
Year 4 \$56.43	*	0	= \$0.00 Estimated Hours Year 4
Year 5 \$56.43	*	0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$73,472.05
Direct Labor Subtotal before Escalation			= \$73,472.05
Estimated Total of Direct Labor Salary			= \$0.00 Transfer to Page 1
Increase			\$0.00

NOTES:

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Local Assistance Procedures Manual

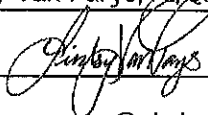
EXHIBIT 10-H1
Cost Proposal**EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3****Certification of Direct Costs:**

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of 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: Lindsey Van Parys, PE, QSD/P Title *: Project Director
 Signature:  Date of Certification (mm/dd/yyyy): May 6, 2022
 Email: lindsey.vanparys@ghd.com Phone Number: 916.245.4220
 Address: 1101 Monterey Street, Suite 120, San Luis Obispo, CA 93401

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

List services the consultant is providing under the proposed contract:

Professional services may include, but not be limited to, the following: coordination with TAMC, Caltrans District 5, on and off ramp design, roundabout design and roadway approach engineering, quantity calculations, preparation of permit applications and monitoring plans, right of way engineering, utility coordination, hydraulic analysis, geotechnical engineering, topographic and boundary surveying, construction staking, bid and construction assistance, preparation of Environmental Clearance, and preparation of a complete Plans, Specifications, and Estimates (PS&E).

**EXHIBIT B – INCORPORATION OF RFP #10864, ADDENDUMS NO. 1 - NO. 3 TO
RFP #10864 AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10864, to provide professional engineering services for the Blackie Road Extension Project (Project). GHD Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10864. County selected GHD Inc. to provide these professional engineering services for the Project.

RFP #10864, including Addendum No. 1 through Addendum No. 3 to RFP #10864, and the Proposal submitted by GHD Inc. are hereby incorporated into this Agreement by this reference.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds, where required by contract or agreement.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

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

<p>Name of Person or Organization:</p> <p>Where required by written contract</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-06	07/01/2021	07/01/2022	07/01/2021		---	---

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":

- a. 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.
- b. 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.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. 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.

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