

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

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15645 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Wood Rodgers, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-15645 with County on December 15, 2021 (hereinafter, “Agreement”) to provide on-call civil engineering services for transportation projects located in Monterey County, Request for Qualifications (RFQ) #10806 (hereinafter, “services”), through December 6, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$1,000,000; and

WHEREAS, provisions of the Agreement require an update; and

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

WHEREAS, CONTRACTOR’s Exhibit 10-H2 Cost Proposal of the Caltrans Local Assistance Procedures Manual (LAPM) in Exhibit A – Scope of Services/Payment Provisions of the Agreement requires an update retroactive and effective December 7, 2021 to include subcontractor rates which were inadvertently excluded since the Agreement start date; and

WHEREAS, the Parties agree that the CONTRACTOR’s and subcontractors hourly billing rates in Exhibit A-1 of the Agreement remain valid through December 6, 2026; and

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

WHEREAS, the Parties wish to amend the Agreement to update provisions, to update Exhibit 10-H2 Cost Proposal in Exhibit A retroactive and effective December 7, 2021, and to extend the term for two (2) additional years to December 6, 2026 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the first sentence of Paragraph 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from December 7, 2021 to December 6, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1 – Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”, retroactive and effective December 7, 2021.
3. Delete Exhibit 10-H2 Cost Proposal of the Caltrans LAPM within Exhibit A of the Agreement.
4. In all places within the Agreement, any reference to Exhibit 10-H2 Cost Proposal of the Caltrans LAPM within Exhibit A is hereby replaced with “Exhibit A-1 – Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”, retroactive and effective December 7, 2021.
5. Amend Paragraph 6, “Payment Conditions” to read as follows:

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

6.02 Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

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

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

6. Amend Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability

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

Primary Coverage:

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

Waiver of Subrogation:

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

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

8. Amend Paragraph 11, "Non-Discrimination", to read as follows:

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.

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

CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

10. Amend Agreement to add Paragraph 16, "Compliance with Applicable Laws", as follows:

16.01 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 required by law in the performance of the Services.

16.02 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.

16.03 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.

11. Amend Agreement to add Paragraph 17, “Consent to Use of Electronic Signatures”, as follows:

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 U.S.C. 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 portable document format (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 portable format (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.
12. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks.
13. In all places within the Agreement, any reference to County’s email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
14. In all places within the Agreement, any reference to the Agreement’s Multi-Year Agreement (MYA) number is deemed to be MYA #3200*6179.
15. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
16. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
17. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By: Debra Wilson
DocuSigned by: 7B741937AA0D41B...

Its: C&P officer
(Print Name and Title)

Date: 10/25/2024 | 9:34 AM PDT

CONTRACTOR*

Wood Rodgers, Inc.

By: Mark Rayback
DocuSigned by: 1B16C395A3F945E...

Its: Mark Rayback, President
(Signature of Chair, President or Vice President)
(Print Name and Title)

Date: 10/18/2024 | 9:03 AM PDT

Approved as to Form
Office of the County Counsel

Susan K. Blicht, County Counsel

By: Mary Grace Perry, Deputy County Counsel
Mary Grace Perry
Deputy County Counsel

Date: 10/24/2024 | 3:54 PM PDT

By: Andy Durling
DocuSigned by: C2D5806A83D74A8...

Its: Andy Durling, Secretary
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)
(Print Name and Title)

Date: 10/23/2024 | 10:20 AM PDT

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By: Jennifer Forsyth
DocuSigned by: 4E7E837875454AE...

Its: Auditor-Controller Analyst II
(Print Name and Title)

Date: 10/24/2024 | 4:28 PM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blicht, County Counsel

By: David Bolton
Risk Manager

Date: _____

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

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev 10/12)

County of Butte
2021-17 On-Call Engineering Services
Page 1 of 12

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ _____

Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Mark Rayback Principal Engineer II Exempt	\$ 375.92	N/A	9/1/2021	12/31/2021		\$ 115.38	N/A
	\$ 390.95	N/A	1/1/2022	12/31/2022	4.00%	\$ 120.00	
	\$ 406.59	N/A	1/1/2023	12/31/2023	4.00%	\$ 124.80	
	\$ 422.86	N/A	1/1/2024	5/31/2024	4.00%	\$ 129.79	
Matt Salveson Principal Engineer II Exempt	\$ 305.45	N/A	9/1/2021	12/31/2021		\$ 93.75	N/A
	\$ 317.66	N/A	1/1/2022	12/31/2022	4.00%	\$ 97.50	
	\$ 330.37	N/A	1/1/2023	12/31/2023	4.00%	\$ 101.40	
	\$ 343.58	N/A	1/1/2024	5/31/2024	4.00%	\$ 105.46	
Brian Krcelic Principal Engineer I Exempt	\$ 297.63	N/A	9/1/2021	12/31/2021		\$ 91.35	N/A
	\$ 309.53	N/A	1/1/2022	12/31/2022	4.00%	\$ 95.00	
	\$ 321.91	N/A	1/1/2023	12/31/2023	4.00%	\$ 98.80	
	\$ 334.79	N/A	1/1/2024	5/31/2024	4.00%	\$ 102.76	
Glen Parker Principal Engineer II Exempt	\$ 336.79	N/A	9/1/2021	12/31/2021		\$ 103.37	N/A
	\$ 350.26	N/A	1/1/2022	12/31/2022	4.00%	\$ 107.50	
	\$ 364.27	N/A	1/1/2023	12/31/2023	4.00%	\$ 111.80	
	\$ 378.84	N/A	1/1/2024	5/31/2024	4.00%	\$ 116.28	

Wood Rodgers, Inc.

On-Call Civil Engineering Services for Transportation Projects (RFQ #10806)

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte
2021-17 On-Call Engineering Services
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**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev 10/12)

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Steven Robinson Associate Engineer II Exempt	\$ 202.39	N/A	9/1/2021	12/31/2021		\$ 62.12	N/A
	\$ 210.49	N/A	1/1/2022	12/31/2022	4.00%	\$ 64.60	
	\$ 218.91	N/A	1/1/2023	12/31/2023	4.00%	\$ 67.19	
	\$ 227.66	N/A	1/1/2024	5/31/2024	4.00%	\$ 69.88	
Luke Fuson Associate Engineer I Exempt	\$ 176.23	N/A	9/1/2021	12/31/2021		\$ 54.09	N/A
	\$ 183.28	N/A	1/1/2022	12/31/2022	4.00%	\$ 56.25	
	\$ 190.61	N/A	1/1/2023	12/31/2023	4.00%	\$ 58.50	
	\$ 198.23	N/A	1/1/2024	5/31/2024	4.00%	\$ 60.84	
Chris Hodge Principal Engineer II Exempt	\$ 305.45	N/A	9/1/2021	12/31/2021		\$ 93.75	N/A
	\$ 317.66	N/A	1/1/2022	12/31/2022	4.00%	\$ 97.50	
	\$ 330.37	N/A	1/1/2023	12/31/2023	4.00%	\$ 101.40	
	\$ 343.58	N/A	1/1/2024	5/31/2024	4.00%	\$ 105.46	
Dean Zurcher Associate Engineer I Non-exempt	\$ 162.90	N/A	9/1/2021	12/31/2021		\$ 50.00	N/A
	\$ 169.42	N/A	1/1/2022	12/31/2022	4.00%	\$ 52.00	
	\$ 176.20	N/A	1/1/2023	12/31/2023	4.00%	\$ 54.08	
	\$ 183.24	N/A	1/1/2024	5/31/2024	4.00%	\$ 56.24	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte
2021-17 On-Call Engineering Services

COST PROPOSAL

ON-CALL CONTRACT

ADM 2033 (Rev 10/12)

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant
 Subconsultant
 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Yekaterina Alexandrova Engineer II Non-exempt	\$ 115.66	N/A	9/1/2021	12/31/2021		\$ 35.50	N/A
	\$ 120.29	N/A	1/1/2022	12/31/2022	4.00%	\$ 36.92	
	\$ 125.10	N/A	1/1/2023	12/31/2023	4.00%	\$ 38.40	
	\$ 130.10	N/A	1/1/2024	5/31/2024	4.00%	\$ 39.93	
Lidiya Sypyuk Engineer II Non-exempt	\$ 115.66	N/A	9/1/2021	12/31/2021		\$ 35.50	N/A
	\$ 120.29	N/A	1/1/2022	12/31/2022	4.00%	\$ 36.92	
	\$ 125.10	N/A	1/1/2023	12/31/2023	4.00%	\$ 38.40	
	\$ 130.10	N/A	1/1/2024	5/31/2024	4.00%	\$ 39.93	
Stacey Randall Associate Engineer III Exempt	\$ 219.30	N/A	9/1/2021	12/31/2021		\$ 67.31	N/A
	\$ 228.07	N/A	1/1/2022	12/31/2022	4.00%	\$ 70.00	
	\$ 237.20	N/A	1/1/2023	12/31/2023	4.00%	\$ 72.80	
	\$ 246.68	N/A	1/1/2024	5/31/2024	4.00%	\$ 75.71	
Evan Weston Engineer III Non-exempt	\$ 140.10	N/A	9/1/2021	12/31/2021		\$ 43.00	N/A
	\$ 145.70	N/A	1/1/2022	12/31/2022	4.00%	\$ 44.72	
	\$ 151.53	N/A	1/1/2023	12/31/2023	4.00%	\$ 46.51	
	\$ 157.59	N/A	1/1/2024	5/31/2024	4.00%	\$ 48.37	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte
2021-17 On-Call Engineering Services

COST PROPOSAL

ON-CALL CONTRACT

ADM 2033 (Rev 10/12)

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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ _____

Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Dwayne Slavin Associate Engineer II Non-exempt	\$ 175.94	N/A	9/1/2021	12/31/2021		\$ 54.00	N/A
	\$ 182.97	N/A	1/1/2022	12/31/2022	4.00%	\$ 56.16	
	\$ 190.29	N/A	1/1/2023	12/31/2023	4.00%	\$ 58.41	
	\$ 197.90	N/A	1/1/2024	5/31/2024	4.00%	\$ 60.74	
Ryan Sexton Associate Surveyor III Exempt	\$ 245.14	N/A	9/1/2021	12/31/2021		\$ 75.24	N/A
	\$ 254.94	N/A	1/1/2022	12/31/2022	4.00%	\$ 78.25	
	\$ 265.14	N/A	1/1/2023	12/31/2023	4.00%	\$ 81.38	
	\$ 275.75	N/A	1/1/2024	5/31/2024	4.00%	\$ 84.63	
Abdul Khan Associate Surveyor III Exempt	\$ 229.01	N/A	9/1/2021	12/31/2021		\$ 70.29	N/A
	\$ 238.17	N/A	1/1/2022	12/31/2022	4.00%	\$ 73.10	
	\$ 247.70	N/A	1/1/2023	12/31/2023	4.00%	\$ 76.03	
	\$ 257.61	N/A	1/1/2024	5/31/2024	4.00%	\$ 79.07	
Ron Johnson Associate Engineer II Exempt	\$ 200.50	N/A	9/1/2021	12/31/2021		\$ 61.54	N/A
	\$ 208.52	N/A	1/1/2022	12/31/2022	4.00%	\$ 64.00	
	\$ 216.86	N/A	1/1/2023	12/31/2023	4.00%	\$ 66.56	
	\$ 225.54	N/A	1/1/2024	5/31/2024	4.00%	\$ 69.22	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte
2021-17 On-Call Engineering Services

COST PROPOSAL

ON-CALL CONTRACT

ADM 2033 (Rev 10/12)

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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ _____

Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Mario Tambellini Associate Engineer I Exempt	\$ 187.96	N/A	9/1/2021	12/31/2021		\$ 50.87	N/A
	\$ 195.48	N/A	1/1/2022	12/31/2022	4.00%	\$ 52.90	
	\$ 203.30	N/A	1/1/2023	12/31/2023	4.00%	\$ 55.02	
	\$ 211.43	N/A	1/1/2024	5/31/2024	4.00%	\$ 57.22	
Nicole Scappaticci Engineer III Non-exempt	\$ 157.20	N/A	9/1/2021	12/31/2021		\$ 50.87	N/A
	\$ 163.49	N/A	1/1/2022	12/31/2022	4.00%	\$ 52.90	
	\$ 170.03	N/A	1/1/2023	12/31/2023	4.00%	\$ 55.02	
	\$ 176.83	N/A	1/1/2024	5/31/2024	4.00%	\$ 57.22	
Steve Leung Associate Engineer II Exempt	\$ 198.45	N/A	9/1/2021	12/31/2021		\$ 60.91	N/A
	\$ 206.39	N/A	1/1/2022	12/31/2022	4.00%	\$ 63.35	
	\$ 214.64	N/A	1/1/2023	12/31/2023	4.00%	\$ 65.88	
	\$ 223.23	N/A	1/1/2024	5/31/2024	4.00%	\$ 68.52	
Jerry Fitch Associate Engineer III Non-exempt	\$ 268.79	N/A	9/1/2021	12/31/2021		\$ 82.50	N/A
	\$ 279.54	N/A	1/1/2022	12/31/2022	4.00%	\$ 85.80	
	\$ 290.72	N/A	1/1/2023	12/31/2023	4.00%	\$ 89.23	
	\$ 302.35	N/A	1/1/2024	5/31/2024	4.00%	\$ 92.80	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte
2021-17 On-Call Engineering Services

COST PROPOSAL

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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant
 Subconsultant
 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Cody Milligan Associate Engineer II Exempt	\$ 180.76	N/A	9/1/2021	12/31/2021		\$ 55.48	N/A
	\$ 187.99	N/A	1/1/2022	12/31/2022	4.00%	\$ 57.70	
	\$ 195.51	N/A	1/1/2023	12/31/2023	4.00%	\$ 60.01	
	\$ 203.33	N/A	1/1/2024	5/31/2024	4.00%	\$ 62.41	
Harvey Oslick Principal Engineer I Exempt	\$ 247.61	N/A	9/1/2021	12/31/2021		\$ 76.00	N/A
	\$ 257.52	N/A	1/1/2022	12/31/2022	4.00%	\$ 79.04	
	\$ 267.82	N/A	1/1/2023	12/31/2023	4.00%	\$ 82.20	
	\$ 278.53	N/A	1/1/2024	5/31/2024	4.00%	\$ 85.49	
Corey Kazinec Associate Landscape Architect I Exempt	\$ 174.01	N/A	9/1/2021	12/31/2021		\$ 53.41	N/A
	\$ 180.97	N/A	1/1/2022	12/31/2022	4.00%	\$ 55.55	
	\$ 188.21	N/A	1/1/2023	12/31/2023	4.00%	\$ 57.77	
	\$ 195.74	N/A	1/1/2024	5/31/2024	4.00%	\$ 60.08	
Tim Chamberlain Associate Engineer II Exempt	\$ 195.81	N/A	9/1/2021	12/31/2021		\$ 60.10	N/A
	\$ 203.64	N/A	1/1/2022	12/31/2022	4.00%	\$ 62.50	
	\$ 211.79	N/A	1/1/2023	12/31/2023	4.00%	\$ 65.00	
	\$ 220.26	N/A	1/1/2024	5/31/2024	4.00%	\$ 67.60	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Butte
 2021-17 On-Call Engineering Services
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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Lynette Marshall Project Coordinator Non-exempt	\$ 127.07	N/A	9/1/2021	12/31/2021		\$ 39.00	N/A
	\$ 132.15	N/A	1/1/2022	12/31/2022	4.00%	\$ 40.56	
	\$ 137.43	N/A	1/1/2023	12/31/2023	4.00%	\$ 42.18	
	\$ 142.93	N/A	1/1/2024	5/31/2024	4.00%	\$ 43.87	
Principal Engineer II	\$ 375.92	N/A	9/1/2021	12/31/2021		\$ 115.38	N/A
	\$ 390.95	N/A	1/1/2022	12/31/2022	4.00%	\$ 120.00	
	\$ 406.59	N/A	1/1/2023	12/31/2023	4.00%	\$ 124.80	
	\$ 422.86	N/A	1/1/2024	5/31/2024	4.00%	\$ 129.79	
Principal Engineer I	\$ 352.43	N/A	9/1/2021	12/31/2021		\$ 108.17	N/A
	\$ 366.52	N/A	1/1/2022	12/31/2022	4.00%	\$ 112.50	
	\$ 381.18	N/A	1/1/2023	12/31/2023	4.00%	\$ 117.00	
	\$ 396.43	N/A	1/1/2024	5/31/2024	4.00%	\$ 121.68	
Associate Engineer III	\$ 268.79	N/A	9/1/2021	12/31/2021		\$ 82.50	N/A
	\$ 279.54	N/A	1/1/2022	12/31/2022	4.00%	\$ 85.80	
	\$ 290.72	N/A	1/1/2023	12/31/2023	4.00%	\$ 89.23	
	\$ 302.35	N/A	1/1/2024	5/31/2024	4.00%	\$ 92.80	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte
2021-17 On-Call Engineering Services

COST PROPOSAL

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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Associate Engineer II	\$ 227.12	N/A	9/1/2021	12/31/2021		\$ 69.71	N/A
	\$ 236.21	N/A	1/1/2022	12/31/2022	4.00%	\$ 72.50	
	\$ 245.65	N/A	1/1/2023	12/31/2023	4.00%	\$ 75.40	
	\$ 255.48	N/A	1/1/2024	5/31/2024	4.00%	\$ 78.41	
Associate Engineer I	\$ 196.30	N/A	9/1/2021	12/31/2021		\$ 60.25	N/A
	\$ 204.15	N/A	1/1/2022	12/31/2022	4.00%	\$ 62.66	
	\$ 212.32	N/A	1/1/2023	12/31/2023	4.00%	\$ 65.17	
	\$ 220.81	N/A	1/1/2024	5/31/2024	4.00%	\$ 67.77	
Engineer III	\$ 162.90	N/A	9/1/2021	12/31/2021		\$ 50.00	N/A
	\$ 169.42	N/A	1/1/2022	12/31/2022	4.00%	\$ 52.00	
	\$ 176.20	N/A	1/1/2023	12/31/2023	4.00%	\$ 54.08	
	\$ 183.24	N/A	1/1/2024	5/31/2024	4.00%	\$ 56.24	
Engineer II	\$ 144.98	N/A	9/1/2021	12/31/2021		\$ 44.50	N/A
	\$ 150.78	N/A	1/1/2022	12/31/2022	4.00%	\$ 46.28	
	\$ 156.82	N/A	1/1/2023	12/31/2023	4.00%	\$ 48.13	
	\$ 163.09	N/A	1/1/2024	5/31/2024	4.00%	\$ 50.06	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

County of Butte

2021-17 On-Call Engineering Services

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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant
 Subconsultant
 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Engineer I	\$ 110.77	N/A	9/1/2021	12/31/2021		\$ 34.00	N/A
	\$ 115.21	N/A	1/1/2022	12/31/2022	4.00%	\$ 35.36	
	\$ 119.81	N/A	1/1/2023	12/31/2023	4.00%	\$ 36.77	
	\$ 124.61	N/A	1/1/2024	5/31/2024	4.00%	\$ 38.25	
Assistant Engineer	\$ 65.16	N/A	9/1/2021	12/31/2021		\$ 20.00	N/A
	\$ 67.77	N/A	1/1/2022	12/31/2022	4.00%	\$ 20.80	
	\$ 70.48	N/A	1/1/2023	12/31/2023	4.00%	\$ 21.63	
	\$ 73.30	N/A	1/1/2024	5/31/2024	4.00%	\$ 22.50	
CAD Tech III	\$ 175.45	N/A	9/1/2021	12/31/2021		\$ 53.85	N/A
	\$ 182.47	N/A	1/1/2022	12/31/2022	4.00%	\$ 56.00	
	\$ 189.76	N/A	1/1/2023	12/31/2023	4.00%	\$ 58.24	
	\$ 197.35	N/A	1/1/2024	5/31/2024	4.00%	\$ 60.57	
CAD Tech II	\$ 91.23	N/A	9/1/2021	12/31/2021		\$ 28.00	N/A
	\$ 94.88	N/A	1/1/2022	12/31/2022	4.00%	\$ 29.12	
	\$ 98.67	N/A	1/1/2023	12/31/2023	4.00%	\$ 30.28	
	\$ 102.62	N/A	1/1/2024	5/31/2024	4.00%	\$ 31.50	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
 ADM 2033 (Rev 10/12)

County of Butte
 2021-17 On-Call Engineering Services
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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Wood Rodgers, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 8/11/2021

For Combined Rate	Fringe Benefit	59.90%	+ General & Administrative	131.00%	=	Combined	190.90%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
CAD Tech I	\$ 65.16	N/A	9/1/2021	12/31/2021		\$ 20.00	N/A
	\$ 67.77	N/A	1/1/2022	12/31/2022	4.00%	\$ 20.80	
	\$ 70.48	N/A	1/1/2023	12/31/2023	4.00%	\$ 21.63	
	\$ 73.30	N/A	1/1/2024	5/31/2024	4.00%	\$ 22.50	
Project Coordinator	\$ 127.07	N/A	9/1/2021	12/31/2021		\$ 39.00	N/A
	\$ 132.15	N/A	1/1/2022	12/31/2022	4.00%	\$ 40.56	
	\$ 137.43	N/A	1/1/2023	12/31/2023	4.00%	\$ 42.18	
	\$ 142.93	N/A	1/1/2024	5/31/2024	4.00%	\$ 43.87	

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Monterey County
COST PROPOSAL
ON-CALL CONTRACT
 ADM 2033 (Rev 10/12)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers, Inc.
 RFQ #10783, Attachment 2
 Page ___ of ___
 09/10/2020

EXHIBIT 10-H2 COST PROPOSAL

6/14/2021

Consultant: Wood Rodgers, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: 8/11/2021

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	IRS RATE	\$TBD
Reprographics (Outside Services)	TBD	EA	Actual	\$TBD
Outside Services	TBD	TBD	Actual	\$TBD
Dan Matthies	TBD	TBD	9/1/2021	\$TBD
Overnight Courier	TBD	TBD	Actual	\$TBD
Equipment Rental	TBD	TBD	Actual	\$TBD

NOTES:

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

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) 8/11/2021
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

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

9/1/2021

Prime Consultant or Subconsultant Certifying:

Name: Mark Rayback, PE

Title *:

President

Signature:



Date of Certification: 08.11.2021

Email: mrayback@woodrogers.com

Phone number: 916.440.8131

Address: 3301 C Street, Bldg. 100B, Sacramento, CA 95816

* 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:

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL
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LSA Associates, Inc.
 Monterey County On-Call Engineering Services
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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: LSA Associates, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 7/30/2021

For Combined Rate	Fringe Benefit	81.40%	+ General & Administrative	129.24%	=	Combined	210.64%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Pam Reading Principal Environmental Planner Exempt	\$ 235.23	N/A	9/1/2021	12/31/2021		\$ 67.61	N/A
	\$ 244.64	N/A	1/1/2022	12/31/2022	4.00%	\$ 70.31	
	\$ 254.42	N/A	1/1/2023	12/31/2023	4.00%	\$ 73.13	
	\$ 264.60	N/A	1/1/2024	12/31/2024	4.00%	\$ 76.05	
Laurel Frakes Associate Environmental Planner Exempt	\$ 174.86	N/A	9/1/2021	12/31/2021		\$ 50.26	N/A
	\$ 181.86	N/A	1/1/2022	12/31/2022	4.00%	\$ 52.27	
	\$ 189.13	N/A	1/1/2023	12/31/2023	4.00%	\$ 54.36	
	\$ 196.70	N/A	1/1/2024	12/31/2024	4.00%	\$ 56.54	
Bo Gould Associate Biologist Exempt	\$ 175.73	N/A	9/1/2021	12/31/2021		\$ 50.51	N/A
	\$ 182.76	N/A	1/1/2022	12/31/2022	4.00%	\$ 52.53	
	\$ 190.07	N/A	1/1/2023	12/31/2023	4.00%	\$ 54.63	
	\$ 197.68	N/A	1/1/2024	12/31/2024	4.00%	\$ 56.82	
Kerrie Collison Associate Cultural Resources Manager Exempt	\$ 135.17	N/A	9/1/2021	12/31/2021		\$ 38.85	N/A
	\$ 140.57	N/A	1/1/2022	12/31/2022	4.00%	\$ 40.40	
	\$ 146.20	N/A	1/1/2023	12/31/2023	4.00%	\$ 42.02	
	\$ 152.04	N/A	1/1/2024	12/31/2024	4.00%	\$ 43.70	

EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

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ON-CALL CONTRACT
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LSA Associates, Inc.
Monterey County On-Call Engineering Services
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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: LSA Associates, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 7/30/2021

For Combined Rate	Fringe Benefit	81.40%	+ General & Administrative	129.24%	=	Combined	210.64%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Michael Hibma	\$ 131.55	N/A	9/1/2021	12/31/2021		\$ 37.81	N/A
Associate Cultural Resources Manager	\$ 136.81	N/A	1/1/2022	12/31/2022	4.00%	\$ 39.32	
Exempt	\$ 142.28	N/A	1/1/2023	12/31/2023	4.00%	\$ 40.90	
	\$ 147.97	N/A	1/1/2024	12/31/2024	4.00%	\$ 42.53	
Cara Carlucci	\$ 139.97	N/A	9/1/2021	12/31/2021		\$ 40.23	N/A
Senior Environmental Planner	\$ 145.57	N/A	1/1/2022	12/31/2022	4.00%	\$ 41.84	
Exempt	\$ 151.39	N/A	1/1/2023	12/31/2023	4.00%	\$ 43.51	
	\$ 157.44	N/A	1/1/2024	12/31/2024	4.00%	\$ 45.25	
JT Stephens	\$ 183.84	N/A	9/1/2021	12/31/2021		\$ 52.84	N/A
Associate Noise Specialist	\$ 191.19	N/A	1/1/2022	12/31/2022	4.00%	\$ 54.95	
Exempt	\$ 198.84	N/A	1/1/2023	12/31/2023	4.00%	\$ 57.15	
	\$ 206.79	N/A	1/1/2024	12/31/2024	4.00%	\$ 59.44	
Dean Arizabal	\$ 184.47	N/A	9/1/2021	12/31/2021		\$ 53.02	N/A
Principal Transportation	\$ 191.84	N/A	1/1/2022	12/31/2022	4.00%	\$ 55.14	
Exempt	\$ 199.52	N/A	1/1/2023	12/31/2023	4.00%	\$ 57.35	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL
ON-CALL CONTRACT
 ADM 2033 (Rev 10/12)

LSA Associates, Inc.
 Monterey County On-Call Engineering Services
 Page 3 of 7

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: LSA Associates, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 7/30/2021

For Combined Rate	Fringe Benefit	81.40%	+ General & Administrative	129.24%	=	Combined	210.64%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
	\$ 207.50	N/A	1/1/2024	12/31/2024	4.00%	\$ 59.64	
Sarah Rieboldt	\$ 177.30	N/A	9/1/2021	12/31/2021		\$ 50.96	N/A
Associate Paleontological Resources	\$ 184.39	N/A	1/1/2022	12/31/2022	4.00%	\$ 53.00	
Exempt	\$ 191.77	N/A	1/1/2023	12/31/2023	4.00%	\$ 55.12	
	\$ 199.44	N/A	1/1/2024	12/31/2024	4.00%	\$ 57.32	
PRINCIPAL	\$ 323.84	N/A	9/1/2021	12/31/2021		\$ 93.08	N/A
	\$ 336.79	N/A	1/1/2022	12/31/2022	4.00%	\$ 96.80	
	\$ 350.27	N/A	1/1/2023	12/31/2023	4.00%	\$ 100.68	
	\$ 364.28	N/A	1/1/2024	12/31/2024	4.00%	\$ 104.70	
ASSOCIATE	\$ 178.45	N/A	9/1/2021	12/31/2021		\$ 51.29	N/A
	\$ 185.58	N/A	1/1/2022	12/31/2022	4.00%	\$ 53.34	
	\$ 193.01	N/A	1/1/2023	12/31/2023	4.00%	\$ 55.48	
	\$ 200.73	N/A	1/1/2024	12/31/2024	4.00%	\$ 57.69	
SENIOR TECHNICAL SPECIALIST	\$ 148.25	N/A	9/1/2021	12/31/2021		\$ 42.61	
	\$ 154.18	N/A	1/1/2022	12/31/2022	4.00%	\$ 44.31	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL
ON-CALL CONTRACT
 ADM 2033 (Rev 10/12)

LSA Associates, Inc.
 Monterey County On-Call Engineering Services
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EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: LSA Associates, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 7/30/2021

For Combined Rate	Fringe Benefit	81.40%	+ General & Administrative	129.24%	=	Combined	210.64%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
	\$ 160.34	N/A	1/1/2023	12/31/2023	4.00%	\$ 46.09	N/A
	\$ 166.76	N/A	1/1/2024	12/31/2024	4.00%	\$ 47.93	
TECHNICAL SPECIALIST	\$ 156.56	N/A	9/1/2021	12/31/2021		\$ 45.00	N/A
	\$ 162.83	N/A	1/1/2022	12/31/2022	4.00%	\$ 46.80	
	\$ 169.34	N/A	1/1/2023	12/31/2023	4.00%	\$ 48.67	
	\$ 176.11	N/A	1/1/2024	12/31/2024	4.00%	\$ 50.62	
GIS/GRAPHICS	\$ 158.41	N/A	9/1/2021	12/31/2021		\$ 45.53	N/A
	\$ 164.74	N/A	1/1/2022	12/31/2022	4.00%	\$ 47.35	
	\$ 171.33	N/A	1/1/2023	12/31/2023	4.00%	\$ 49.25	
	\$ 178.19	N/A	1/1/2024	12/31/2024	4.00%	\$ 51.22	
OFFICE ASSISTANT	\$ 112.34	N/A	9/1/2021	12/31/2021		\$ 32.29	N/A
	\$ 116.84	N/A	1/1/2022	12/31/2022	4.00%	\$ 33.58	
	\$ 121.51	N/A	1/1/2023	12/31/2023	4.00%	\$ 34.92	
	\$ 126.37	N/A	1/1/2024	12/31/2024	4.00%	\$ 36.32	
ASSISTANT TECHNICAL SPECIALIST	\$ 94.46	\$ 180.01	9/1/2021	12/31/2021		\$ 27.15	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev 10/12)

LSA Associates, Inc.
Monterey County On-Call Engineering Services
Page 5 of 7

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: LSA Associates, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: 7/30/2021

For Combined Rate	Fringe Benefit	81.40%	+ General & Administrative	129.24%	=	Combined	210.64%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
	\$ 98.24	\$ 112.34	1/1/2022	12/31/2022	4.00%	\$ 28.24	N/A
	\$ 102.17	\$ 116.83	1/1/2023	12/31/2023	4.00%	\$ 29.37	
	\$ 106.25	\$ 115.45	1/1/2024	12/31/2024	4.00%	\$ 30.54	
PROJECT ASSISTANT	\$ 88.65	\$ 101.39	9/1/2021	12/31/2021		\$ 25.48	N/A
	\$ 92.20	\$ 105.44	1/1/2022	12/31/2022	4.00%	\$ 26.50	
	\$ 95.88	\$ 109.66	1/1/2023	12/31/2023	4.00%	\$ 27.56	
	\$ 99.72	\$ 115.54	1/1/2024	12/31/2024	4.00%	\$ 28.66	
WORD PROCESSOR/ADMIN	\$ 107.68	\$ 123.14	9/1/2021	12/31/2021		\$ 30.95	N/A
	\$ 111.99	\$ 128.06	1/1/2022	12/31/2022	4.00%	\$ 32.19	
	\$ 116.47	\$ 133.18	1/1/2023	12/31/2023	4.00%	\$ 33.48	
	\$ 121.13	\$ 140.32	1/1/2024	12/31/2024	4.00%	\$ 34.81	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Tony Petros

Title *: President

Signature: *Anthony L. Petros*

Date of Certification: 7/30/2021

Email: tony.petros@lsa.net

Phone number: (949) 553-0666 Ext. 7268

Address: 20 Executive Park, Suite 200, Irvine, CA 92614

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

List services the consultant is providing under the proposed contract:

On-Call Environmental Services Support

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL
ON-CALL CONTRACT
 ADM 2033 (Rev 10/12)

LSA Associates, Inc.
 Monterey County On-Call Engineering Services
 Page 7 of 7

EXHIBIT 10-H2 COST PROPOSAL

Consultant: LSA Associates, Inc

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: 7/30/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Lodging	TBD	Nights	\$ -	\$ -
Meals	TBD	Cost	\$ -	\$ -
Records Search	TBD	Cost	\$ -	\$ -
Reproduction (8.5 x 11 B/W)	TBD	Per Page	\$ 0.07	\$ -
Reproduction (8.5 x 11 Color)	TBD	Per Page	\$ 0.40	\$ -
Reproduction (11 x 17 B/W)	TBD	Per Page	\$ 0.10	\$ -
Reproduction (11 x 17 Color)	TBD	Per Page	\$ 0.75	\$ -
CD Production	TBD	Per CD	\$ 5.00	\$ -
USB Flash Drive	TBD	Per Drive	\$ 5.00	\$ -
Plotting	TBD	Per Sq Ft	\$ 3.75	\$ -
Aerial Drone	TBD	Days	\$ 200.00	\$ -
Mileage (on-road)	TBD	Miles	\$ 0.56	\$ -
Mileage (off-road)	TBD	Miles	\$ 0.69	\$ -
GPS Unit	TBD	Days	\$ 75.00	\$ -
Total Station Surveying Equipment	TBD	Days	\$ 50.00	\$ -
Level (Laser or Optical)	TBD	Days	\$ 25.00	\$ -
Laser Rangefinder	TBD	Days	\$ 25.00	\$ -
Sound Meter	TBD	Days	\$ 75.00	\$ -
Sound Meter w/Velocity Transducer	TBD	Days	\$ 85.00	\$ -
Aerial Photo	TBD	Cost	\$ -	\$ -
Boat Rental	TBD	Days	\$ 125.00	\$ -
Water Quality Meter	TBD	Days	\$ 25.00	\$ -
Night Vision Goggles	TBD	Nights	\$ 50.00	\$ -
Tolls	TBD	Cost	\$ -	\$ -
Wildlife Camera	TBD	Days	\$ 25.00	\$ -
Stickers	TBD	Per Page	\$ 1.90	\$ -

NOTES:

- 1) Caltrans Contract Manager's pre-approval is required for any addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 9/10/20. The employee's actual hourly rates shown in this cost proposal are the rates that were effective on 9/10/20. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
- 2) Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
- 3) *Covered work performed as per the DIR shall be reimbursed at the applicable prevailing wage rate.
- 4) The consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order. Travel time charges will be as defined in the Caltrans Travel Guide.
- 5) No charge will be invoiced for per diem or travel time cost related to staff relocation.
- 6) Timesheets shall be signed by the employee and approved by the supervisor or their representative and submitted with the invoices.

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant Monument ROW, Inc Prime Consultant x Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date # 7/6/21

For Combined Rate	Fringe Benefit + General & Administrative	=	110.00% Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	110% Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	110% Field Office ICR%
	Fee	=	10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Bob Morrison, PE Project Manager	\$249.87			1/1/21	12/31/21	\$ 108.17		Not Applicable
	\$258.62			1/1/22	12/31/22	\$ 111.96	3.50%	Not Applicable
	\$267.67			1/1/23	12/31/23	\$ 115.87	3.50%	Not Applicable
	\$277.04			1/1/24	12/31/24	\$ 119.93	3.50%	Not Applicable
	\$286.73			1/1/25	12/31/25	\$ 124.13	3.50%	Not Applicable
Jeremy Nied, SR/WA Senior Agent	\$152.46			1/1/21	12/31/21	\$ 66.00		Not Applicable
	\$157.80			1/1/22	12/31/22	\$ 68.31	3.50%	Not Applicable
	\$163.32			1/1/23	12/31/23	\$ 70.70	3.50%	Not Applicable
	\$169.04			1/1/24	12/31/24	\$ 73.18	3.50%	Not Applicable
	\$174.95			1/1/25	12/31/25	\$ 75.74	3.50%	Not Applicable
	\$173.25			1/1/21	12/31/21	\$ 75.00		\$ 45.00 to \$ 50.00
Senior Caltrans Coordinator/ Utility Expert	\$179.31			1/1/22	12/31/22	\$ 77.63	3.50%	\$ 46.58 to \$ 51.75
	\$185.59			1/1/23	12/31/23	\$ 80.34	3.50%	\$ 48.21 to \$ 53.56
	\$192.09			1/1/24	12/31/24	\$ 83.15	3.50%	\$ 49.89 to \$ 55.44
	\$198.81			1/1/25	12/31/25	\$ 86.06	3.50%	\$ 51.64 to \$ 57.38
	\$103.95	\$155.93	\$207.90	1/1/21	12/31/21	\$ 45.00		\$ 45.00 to \$ 55.00
Agent	\$107.59	\$161.38	\$215.18	1/1/22	12/31/22	\$ 46.58	3.50%	\$ 46.58 to \$ 56.93
	\$111.35	\$167.03	\$222.71	1/1/23	12/31/23	\$ 48.21	3.50%	\$ 48.21 to \$ 58.92

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H

Name/Job Title/Classification ¹	BILLING INFORMATION			CALCULATION INFORMATION				
	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ³	% or \$ increase	Hourly range - for classifications only
Straight	OT(1.5x)	OT(2x)	From	To				
	\$115.25	\$172.88	\$230.50	1/1/24	12/31/24	\$ 49.89	3.50%	\$ 49.89 to \$ 60.98
	\$119.29	\$178.93	\$238.57	1/1/25	12/31/25	\$ 51.64	3.50%	\$ 51.64 to \$ 63.11
	\$ 87.78	\$131.67	\$175.56	1/1/21	12/31/21	\$ 38.00		\$ 37.00 to \$ 47.00
Professional Staff	\$ 90.85	\$136.28	\$181.70	1/1/22	12/31/22	\$ 39.33	3.50%	\$ 38.30 to \$ 48.65
	\$ 94.03	\$141.05	\$188.06	1/1/23	12/31/23	\$ 40.71	3.50%	\$ 39.64 to \$ 50.35
	\$ 97.32	\$145.98	\$194.65	1/1/24	12/31/24	\$ 42.13	3.50%	\$ 41.02 to \$ 52.11
	\$100.73	\$151.09	\$201.46	1/1/25	12/31/25	\$ 43.61	3.50%	\$ 42.46 to \$ 53.93
	\$ 62.37	\$93.56	\$124.74	1/1/21	12/31/21	\$ 27.00		\$ 45.00 to \$ 55.00
Administration	\$ 64.55	\$96.83	\$129.11	1/1/22	12/31/22	\$ 27.95	3.50%	\$ 46.58 to \$ 56.93
	\$ 66.81	\$100.22	\$133.62	1/1/23	12/31/23	\$ 28.92	3.50%	\$ 48.21 to \$ 58.92
	\$ 69.15	\$103.73	\$138.30	1/1/24	12/31/24	\$ 29.94	3.50%	\$ 49.89 to \$ 60.98
	\$ 71.57	\$107.36	\$143.14	1/1/25	12/31/25	\$ 30.98	3.50%	\$ 51.64 to \$ 63.11

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant Monument ROW, Inc Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 7/6/21

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
External Printing and Reproduction		1	Actual (note 3)	
Color Copy		1	Actual (note 3)	
Postage/Delivery/Overnight		1	Actual (note 3)	
Personal Vehicle		Mile	Note 3	
Rental Vehicle, Gas		Day	Note 3	
Tolls, Parking		Each	Note 3	
Per Diem		Day	Note 3	
Cell Phones			N/C	
Office Computers			N/C	
Title Reports			Actual (note 3)	
Other Misc. Field costs (as approved)				
Subconsultant:				

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

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS
Retroactive and Effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

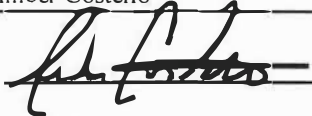
Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Amber Costello Title *: President
 Signature:  Date of Certification (mm/dd/yyyy): 4/6/21
 Email: acostello@monumentrow.com Phone Numbe 562-260-0507

* 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:

10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Retroactive and Effective December 7, 2021

Cadre Design Group
 Monterey County On-Call Engineering Services
 Page 1 of 2

**COST PROPOSAL
 ON-CALL CONTRACT**

ADM 2033 (Rev 10/12)

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Cadre Design Group

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ _____

Date: 8/9/2021

For Combined Rate	Fringe Benefit	42.30%	+ General & Administrative	113.56%	=	Combined	155.86%
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	Fee	=	12.0%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
AI Sanchez President Non-Exempt	\$ 172.67	N/A	9/1/2021	12/31/2021		\$ 61.35	N/A
	\$ 179.57	N/A	1/1/2022	12/31/2022	4.00%	\$ 63.80	
	\$ 186.76	N/A	1/1/2023	12/31/2023	4.00%	\$ 66.36	
	\$ 194.23	N/A	1/1/2024	12/31/2024	4.00%	\$ 69.01	
						\$ 69.01	
Senior CAD Tech II Non-Exempt	\$ 112.58	N/A	9/1/2021	12/31/2021		\$ 40.00	N/A
	\$ 117.08	N/A	1/1/2022	12/31/2022	4.00%	\$ 41.60	
	\$ 121.76	N/A	1/1/2023	12/31/2023	4.00%	\$ 43.26	
	\$ 126.64	N/A	1/1/2024	12/31/2024	4.00%	\$ 44.99	
CAD Tech III Non-Exempt	\$ 93.64	N/A	9/1/2021	12/31/2021		\$ 33.27	N/A
	\$ 97.38	N/A	1/1/2022	12/31/2022	4.00%	\$ 34.60	
	\$ 101.28	N/A	1/1/2023	12/31/2023	4.00%	\$ 35.98	
	\$ 105.33	N/A	1/1/2024	12/31/2024	4.00%	\$ 37.42	
Administration/Clerical	\$ 84.74	N/A	9/1/2021	12/31/2021		\$ 30.11	N/A
	\$ 88.13	N/A	1/1/2022	12/31/2022	4.00%	\$ 31.31	
	\$ 91.66	N/A	1/1/2023	12/31/2023	4.00%	\$ 32.57	
	\$ 95.32	N/A	1/1/2024	12/31/2024	4.00%	\$ 33.87	

Retroactive and Effective December 7, 2021

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Albert Sanchez

Title *: President

Signature: 

Date of Certification: 8/9/2021

Email: asanchez@cadredg.com

Phone number: (916) 663-2300

Address: 7543 Old Pear Hill Ln, Penryn, CA 95663

* 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:

EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTOR AND SUBCONTRACTORS

Retroactive and Effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

2021-2026

Consultant PARIKH CONSULTANTS, INC. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 7/1/2021

For Combined Rate	Fringe Benefit 37.1% + General & Administrative 127.4%	=	164.50% Combined ICR%
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Caltrans ICR: 1.2021-1253

OR

For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
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Fee = **10%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Gary Parikh	\$ 303.20	NA	NA	1/1/2021	12/31/2021	\$ 104.21		Not Applicable
Project Manager	\$ 312.29	NA	NA	1/1/2022	12/31/2022	\$ 107.34	3.00%	Not Applicable
Exempt	\$ 321.66	NA	NA	1/1/2023	12/31/2023	\$ 110.56	3.00%	Not Applicable
	\$ 331.31	NA	NA	1/1/2024	12/31/2024	\$ 113.87	3.00%	Not Applicable
	\$ 341.25	NA	NA	1/1/2025	12/31/2025	\$ 117.29	3.00%	Not Applicable
	\$ 351.49	NA	NA	1/1/2026	12/31/2026	\$ 120.81	3.00%	Not Applicable
David Wang	\$ 219.75	NA	NA	1/1/2021	12/31/2021	\$ 75.53		Not Applicable
Sr. Project Engineer/QA QC Manager	\$ 226.35	NA	NA	1/1/2022	12/31/2022	\$ 77.80	3.00%	Not Applicable
Exempt	\$ 233.14	NA	NA	1/1/2023	12/31/2023	\$ 80.13	3.00%	Not Applicable
	\$ 240.13	NA	NA	1/1/2024	12/31/2024	\$ 82.53	3.00%	Not Applicable
	\$ 247.34	NA	NA	1/1/2025	12/31/2025	\$ 85.01	3.00%	Not Applicable
	\$ 254.76	NA	NA	1/1/2026	12/31/2026	\$ 87.56	3.00%	Not Applicable
Senior Project Engineer - TBD	\$ 202.97	NA	NA	1/1/2021	12/31/2021	\$ 69.76		\$ 60.00 to \$ 75.00
Senior Project Engineer	\$ 209.06	NA	NA	1/1/2022	12/31/2022	\$ 71.85	3.00%	\$ 61.80 to \$ 77.25
Exempt	\$ 215.33	NA	NA	1/1/2023	12/31/2023	\$ 74.01	3.00%	\$ 63.65 to \$ 79.57
	\$ 221.79	NA	NA	1/1/2024	12/31/2024	\$ 76.23	3.00%	\$ 65.56 to \$ 81.95
	\$ 228.44	NA	NA	1/1/2025	12/31/2025	\$ 78.52	3.00%	\$ 67.53 to \$ 84.41
	\$ 235.29	NA	NA	1/1/2026	12/31/2026	\$ 80.87	3.00%	\$ 69.56 to \$ 86.95
Sen. Engineering Geologist - TB	\$ 218.21	NA	NA	1/1/2021	12/31/2021	\$ 75.00		\$ 65.00 to \$ 75.00
Sen. Engineering Geologist	\$ 224.76	NA	NA	1/1/2022	12/31/2022	\$ 77.25	3.00%	\$ 66.95 to \$ 77.25
Exempt	\$ 231.50	NA	NA	1/1/2023	12/31/2023	\$ 79.57	3.00%	\$ 68.96 to \$ 79.57
	\$ 238.45	NA	NA	1/1/2024	12/31/2024	\$ 81.95	3.00%	\$ 71.03 to \$ 81.95
	\$ 245.60	NA	NA	1/1/2025	12/31/2025	\$ 84.41	3.00%	\$ 73.16 to \$ 84.41
	\$ 252.97	NA	NA	1/1/2026	12/31/2026	\$ 86.95	3.00%	\$ 75.35 to \$ 86.95
Project Engineer - TBD	\$ 160.02	NA	NA	1/1/2021	12/31/2021	\$ 55.00		\$ 50.00 to \$ 60.00
Project Engineer	\$ 164.82	NA	NA	1/1/2022	12/31/2022	\$ 56.65	3.00%	\$ 51.50 to \$ 61.80
Exempt	\$ 169.77	NA	NA	1/1/2023	12/31/2023	\$ 58.35	3.00%	\$ 53.05 to \$ 63.65
	\$ 174.86	NA	NA	1/1/2024	12/31/2024	\$ 60.10	3.00%	\$ 54.64 to \$ 65.56
	\$ 180.11	NA	NA	1/1/2025	12/31/2025	\$ 61.90	3.00%	\$ 56.28 to \$ 67.53
	\$ 185.51	NA	NA	1/1/2026	12/31/2026	\$ 63.76	3.00%	\$ 57.96 to \$ 69.56
Project Geologist - TBD	\$ 135.82	NA	NA	1/1/2021	12/31/2021	\$ 46.68		\$ 45.00 to \$ 60.00
Project Geologist	\$ 139.89	NA	NA	1/1/2022	12/31/2022	\$ 48.08	3.00%	\$ 46.35 to \$ 61.80
Exempt	\$ 144.09	NA	NA	1/1/2023	12/31/2023	\$ 49.52	3.00%	\$ 47.74 to \$ 63.65
	\$ 148.41	NA	NA	1/1/2024	12/31/2024	\$ 51.01	3.00%	\$ 49.17 to \$ 65.56
	\$ 152.86	NA	NA	1/1/2025	12/31/2025	\$ 52.54	3.00%	\$ 50.65 to \$ 67.53

Retroactive and Effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
	\$ 157.45	NA	NA	1/1/2026	12/31/2026	\$ 54.11	3.00%	\$ 52.17 to \$ 69.56
Sen. Staff Engineer - TBD	\$ 125.11	NA	NA	1/1/2021	12/31/2021	\$ 43.00		\$ 40.00 to \$ 50.00
Sen. Staff Engineer	\$ 128.86	NA	NA	1/1/2022	12/31/2022	\$ 44.29	3.00%	\$ 41.20 to \$ 51.50
Exempt	\$ 132.73	NA	NA	1/1/2023	12/31/2023	\$ 45.62	3.00%	\$ 42.44 to \$ 53.05
	\$ 136.71	NA	NA	1/1/2024	12/31/2024	\$ 46.99	3.00%	\$ 43.71 to \$ 54.64
	\$ 140.81	NA	NA	1/1/2025	12/31/2025	\$ 48.40	3.00%	\$ 45.02 to \$ 56.28
	\$ 145.04	NA	NA	1/1/2026	12/31/2026	\$ 49.85	3.00%	\$ 46.37 to \$ 57.96
Staff Engineer - TBD	\$ 112.54	\$ 131.88	\$ 151.22	1/1/2021	12/31/2021	\$ 38.68		\$ 30.00 to \$ 50.00
Staff Engineer	\$ 115.92	\$ 135.84	\$ 155.76	1/1/2022	12/31/2022	\$ 39.84	3.00%	\$ 30.90 to \$ 51.50
Non-Exempt Category	\$ 119.39	\$ 139.91	\$ 160.43	1/1/2023	12/31/2023	\$ 41.04	3.00%	\$ 31.83 to \$ 53.05
	\$ 122.97	\$ 144.11	\$ 165.24	1/1/2024	12/31/2024	\$ 42.27	3.00%	\$ 32.78 to \$ 54.64
	\$ 126.66	\$ 148.43	\$ 170.20	1/1/2025	12/31/2025	\$ 43.53	3.00%	\$ 33.77 to \$ 56.28
	\$ 130.46	\$ 152.88	\$ 175.30	1/1/2026	12/31/2026	\$ 44.84	3.00%	\$ 34.78 to \$ 57.96
Field Engineer/Geologist - TBD	\$ 149.02	\$ 174.63	\$ 200.24	1/1/2021	12/31/2021	\$ 51.22		\$ 30.00 to \$ 60.00
Field Engineer/Geologist	\$ 153.50	\$ 179.87	\$ 206.25	1/1/2022	12/31/2022	\$ 52.76	3.00%	\$ 30.90 to \$ 61.80
Non-Exempt Category	\$ 158.10	\$ 185.27	\$ 212.44	1/1/2023	12/31/2023	\$ 54.34	3.00%	\$ 31.83 to \$ 63.65
	\$ 162.84	\$ 190.83	\$ 218.81	1/1/2024	12/31/2024	\$ 55.97	3.00%	\$ 32.78 to \$ 65.56
	\$ 167.73	\$ 196.55	\$ 225.38	1/1/2025	12/31/2025	\$ 57.65	3.00%	\$ 33.77 to \$ 67.53
	\$ 172.76	\$ 202.45	\$ 232.14	1/1/2026	12/31/2026	\$ 59.38	3.00%	\$ 34.78 to \$ 69.56
Senior Technician - TBD	\$ 108.35	\$ 126.97	\$ 145.59	1/1/2021	12/31/2021	\$ 37.24		\$ 30.00 to \$ 45.00
Senior Technician	\$ 111.60	\$ 130.78	\$ 149.96	1/1/2022	12/31/2022	\$ 38.36	3.00%	\$ 30.90 to \$ 46.35
Non-Exempt Category	\$ 114.95	\$ 134.70	\$ 154.46	1/1/2023	12/31/2023	\$ 39.51	3.00%	\$ 31.83 to \$ 47.74
	\$ 118.40	\$ 138.74	\$ 159.09	1/1/2024	12/31/2024	\$ 40.69	3.00%	\$ 32.78 to \$ 49.17
	\$ 121.95	\$ 142.91	\$ 163.86	1/1/2025	12/31/2025	\$ 41.91	3.00%	\$ 33.77 to \$ 50.65
	\$ 125.61	\$ 147.19	\$ 168.78	1/1/2026	12/31/2026	\$ 43.17	3.00%	\$ 34.78 to \$ 52.17
Drafting/Cadd Tech - TBD	\$ 118.18	NA	NA	1/1/2021	12/31/2021	\$ 40.62		\$ 35.00 to \$ 50.00
Drafting/Cadd Tech	\$ 121.73	NA	NA	1/1/2022	12/31/2022	\$ 41.84	3.00%	\$ 36.05 to \$ 51.50
Exempt	\$ 125.38	NA	NA	1/1/2023	12/31/2023	\$ 43.09	3.00%	\$ 37.13 to \$ 53.05
	\$ 129.14	NA	NA	1/1/2024	12/31/2024	\$ 44.39	3.00%	\$ 38.25 to \$ 54.64
	\$ 133.02	NA	NA	1/1/2025	12/31/2025	\$ 45.72	3.00%	\$ 39.39 to \$ 56.28
	\$ 137.01	NA	NA	1/1/2026	12/31/2026	\$ 47.09	3.00%	\$ 40.57 to \$ 57.96
Contract Administration - TBD	\$ 218.56	NA	NA	1/1/2021	12/31/2021	\$ 75.12		\$ 70.00 to \$ 80.00
Contract Administration	\$ 225.12	NA	NA	1/1/2022	12/31/2022	\$ 77.37	3.00%	\$ 72.10 to \$ 82.40
Exempt	\$ 231.87	NA	NA	1/1/2023	12/31/2023	\$ 79.69	3.00%	\$ 74.26 to \$ 84.87
	\$ 238.83	NA	NA	1/1/2024	12/31/2024	\$ 82.09	3.00%	\$ 76.49 to \$ 87.42
	\$ 245.99	NA	NA	1/1/2025	12/31/2025	\$ 84.55	3.00%	\$ 78.79 to \$ 90.04
	\$ 253.37	NA	NA	1/1/2026	12/31/2026	\$ 87.08	3.00%	\$ 81.15 to \$ 92.74

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NA: Exempt staff do not get OT.

Caltrans Acceptance ID Number L2021-1253

EXHIBIT 10-H2 COST PROPOSAL

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant PARIKH CONSULTANTS, INC. Prime Consultant Subconsultant

Project No. _____ Contract No. _____

Date 7/1/2021

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Equipment Per Diem Per Federal and State Guidelines		per person/night	AT COST	
Permits (AT COST)		lump sum	AT COST	
Drilling Mob-Demob per hour		1	AT COST	
Drilling Costs/shift		1	AT COST	
Grouting of holes (per foot)		1	AT COST	
Cutting Disposal (per drum)		1	AT COST	
Traffic control (per shift)		1	AT COST	
Reproduction (outside)		1	AT COST	
Independent Laboratory testing (rates for test types vary)		1	AT COST	
Haz Materials Testing (outside services)		1	AT COST	
Subconsultant 5:				
Subconsultant 6:				

Note: VENDOR COSTS VARY DUE TO PREVAILING WAGE AND UNION FACTORS, THEREFORE ARE BASED ON AT COST AT THE TIME OF SERVICES.

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Gary Parikh Title *: Senior Principal

Signature :  Date of Certification (mm/dd/yyyy): 7/1/2021

Email: gparikh@parikhnet.com Phone Number: 408-452-9000

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

List services the consultant is providing under the proposed contract:

GEOTECHNICAL ENGINEERING SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745 WOODROD-01	CONTACT NAME: Nancy Ferrick PHONE (A/C No. Ext): 510-272-1400 FAX (A/C, No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading,</td> <td>20427</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : National Fire Insurance of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading,	20427	INSURER D : XL Specialty Insurance Company	37885	INSURER E : National Fire Insurance of Hartford	20478	INSURER F :
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INSURER F :															


COVERAGES **CERTIFICATE NUMBER: 752733143** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Sev. of Interest GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7034275106	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7034275090	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7034275087	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7034275123 7034275137	10/1/2024 10/1/2024	10/1/2025 10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Includes Pollution Liability)			DPR5034833	10/1/2024	10/1/2025	Per Claim \$ 5,000,000 Annual Aggregate \$ 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is follow-form to underlying: General Liability/Auto Liability/Employer's Liability.
 RE: RFQ #10806 - On-Call Civil Engineering Services.
 The County of Monterey, its agents, officers and employees are named as Additional insured for General and Auto Liability per policy forms, as required by written contract. General and Auto Liability are Primary and Non-contributory per policy form. A Waiver of Subrogation applies to General Liability, Auto Liability and Worker's Compensation coverage. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER **CANCELLATION 30 Day Notice of Cancellation**

County of Monterey Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

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

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:
 - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

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

1. Primary and non-contributing with other insurance available to the additional insured; or
 2. Primary and to not seek contribution from any other insurance available to the additional insured.
- But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

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

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

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

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

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



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

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

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

- A. Was executed prior to:
 - 1. The **bodily injury or property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

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

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Architects, Engineers and Surveyors General Liability Extension Endorsement

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

TABLE OF CONTENTS

Table with 27 rows listing various insurance coverage sections such as Additional Insureds, Bodily Injury, and Property Damage.

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

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Engineers, Architects or Surveyors Engaged By You

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

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

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

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



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Extension Endorsement**

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

D. Lessor of Equipment

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

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

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

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

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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

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

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

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

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

3. ADDITIONAL INSURED – EXTENDED COVERAGE

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

If the additional insured is:

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



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

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

4. BOATS

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

This exclusion does not apply to:

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

5. BODILY INJURY – EXPANDED DEFINITION

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

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

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

7. BROAD NAMED INSURED

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

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

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

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

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

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

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

For the purpose of this provision, management control means:

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

8. CONTRACTUAL LIABILITY – RAILROADS

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

Insured Contract means:

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

Paragraph f. does not include that part of any contract or agreement:



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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

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

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

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

B. All:

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

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

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

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

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

12. IN REM ACTIONS

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

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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



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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

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

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

This insurance does not apply to:

Contractual Liability

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

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

- a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

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

- a. Physician;

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

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

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

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

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

- a. add the following:

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

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

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

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

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

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

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

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

Other Insurance



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b. Excess Insurance

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

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

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

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

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

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

B. Participation In Current Professional Joint Ventures

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

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

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

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

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

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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

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

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

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

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

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

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

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

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

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

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

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

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

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

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

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

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

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

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

16. LIQUOR LIABILITY

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

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

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

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

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

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

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

18. NON-OWNED AIRCRAFT

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

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

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

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

19. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

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

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

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

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

This insurance does not apply to:

Knowing Violation of Rights of Another

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

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

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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

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

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

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

22. PROPERTY DAMAGE – ELEVATORS

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

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

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

24. SUPPLEMENTARY PAYMENTS

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

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

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

26. WAIVER OF SUBROGATION - BLANKET

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

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

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

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

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

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

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

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

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

This insurance is excess over:

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

C. DEFINITIONS is amended to add the following definitions:

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

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

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

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

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CNA PARAMOUNT

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

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

All other terms and conditions of the Policy remain unchanged.

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



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: Wood Rodgers, Inc.

Endorsement Effective Date: 10/01/2024

SCHEDULE

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

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date: 10/01/2024

Named Insured: Wood Rodgers, Inc.

National Fire Insurance Of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: 7034275090



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Wood Rodgers, Inc.
Endorsement Effective Date: 10/01/2024

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Form No: CA 04 44 10 13	Policy No: 7034275090
	Policy Effective Date: 10/01/2024



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

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



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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