

**COUNTY OF MONTEREY AGREEMENT
RFP 10483 LAGUNA SECA RECREATION AREA TURN 6**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: COTTON SHIRES AND ASSOCIATES, INC., (hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: GEOLOGICAL INVESTIGATION AND GEOTECHNICAL ENGINEERING DESIGN ALTERNATIVES FOR THE LOWER SLOPED AREA ADJACENT TO AND BELOW TURN 6 OF THE RACETRACK AT LAGUNA SECA RECREATION AREA AND DOWN SLOPE ONTO BLM PROPERTY.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B Pricing Sheet**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$139,972.00.**

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from **JULY 1, 2015** to **JUNE 30, 2017**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposal (RFP) #10483, Addenda #1 & 2, and Statement of Qualifications Documents

The following documents are on file with the Office of Contracts/Purchasing:

RFP 10483 plus Addenda #1 & 2,

CONTRACTOR's Proposal Package dated 7/9/2014.

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall reference **RFP 10483** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

10.0 RECORDS AND CONFIDENTIALITY.

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

similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

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

13.0 INDEPENDENT CONTRACTOR.

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

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<hr/> County of Monterey – Parks Department <hr/> Name and Title	<hr/> COTTON SHIRES AND ASSOCIATES, INC. <hr/> Name and Title
<hr/> P.O. Box 5249 Salinas, CA. 93915-5249 <hr/> Address	<hr/> 330 VILLAGE LANE LOS GATOS, CA. 95030 <hr/> Address
<hr/> (831)755-4895 <hr/> Phone	<hr/> (408)354-5542 <hr/> Phone

15.0 MISCELLANEOUS PROVISIONS.

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

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

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY


CONTRACTOR

By: _____
Contracts/Purchasing Officer

COTTON SHIRES AND ASSOCIATES, INC.
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: 

(Signature of Chair, President, or Vice-President)*

Date: _____

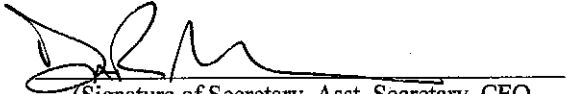
Approved as to Form¹

Patrick O. Shires, President
Name and Title

By: _____
County Counsel

Date: 6/4/15

Date: _____

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

DALE R. MARZOM, CFO
Name and Title

Date: _____

Date: 6/4/15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A – SCOPE OF SERVICES
(As listed within RFP #10483)

- 2.1 The scope of work for the project shall consist of investigating the geologic history, exploring subsurface conditions, testing and analyzing soils, establishing findings, conclusions and identifying considerations for the development of geotechnical engineered design alternatives for:
- 2.1.1 Effecting drainage improvements,
 - 2.1.2 Providing feasible structural improvements to effect slope stabilization, and
 - 2.1.3 Other proposals to remediate and mitigate the erosive effects of the steeply sloped area.
- 2.2 The scope of work shall be considered as an outline for the preparation of the consultant’s proposal and associated cost estimates. The consultant may add phases and tasks to this outline, but shall not eliminate any phases or tasks unless otherwise instructed by the client to do so. More specific, the scope of work listed below shall include, at a minimum, the following:
- 2.2.1 Site coordination meeting with County of Monterey and BLM to confirm scope of work, project approach, mobilization and field exploration as per the right-of-entry agreement.
 - 2.2.2 Research existing geological and geotechnical information in files of Monterey County and BLM pertinent to the project. Research to include information on topography and site geology.
 - 2.2.3 Independent geologic mapping and refinement of existing geologic mapping; observation of surface conditions; and identification of locations for subsurface exploration (also recorded on set of submitted plans).
 - 2.2.4 Coordination of sub-surface work and drilling with Underground Service Alert (USA), County of Monterey, BLM and SCRAMP, and submittal of an approved traffic/bicycle/pedestrian access control procedure.
 - 2.2.5 Exploration, sampling and classification of subsurface soils at selected locations by means completion of an adequate number Cone Penetrometer Test (CPT) pushes followed by the completion of an adequate number of exploratory drill holes to properly characterize the nature and characteristics of the subsurface geologic and geotechnical conditions (as determined by the contracted consultants Licensed Engineer of Record for the project and submitted for the client’s review prior to the start of the field investigation).
 - 2.2.6 Geotechnical engineering analysis of the field and laboratory data to formulate preliminary conclusions and recommendations for the project.
 - 2.2.7 Research sheet pile manufacturers regarding geotechnical considerations, and geotechnical information needed for design and cost estimation, for the EPB sheet pile wall. (If deemed required)
 - 2.2.8 Preparation of a minimum of two reports (Geological Conditions Report and a subsequent Geotechnical Engineering Design Report) summarizing findings, feasibility-level remediation design alternatives, conclusions and recommendations. The Geologic Conditions Report is suggested to integrate the evaluation criteria as provided in the California Geological Survey’s (CGS’s) Notes 48 & 52.

2.3 PROJECT ANALYSIS

- 2.3.1 The consultant shall conduct an analysis to review available pertinent, technical information and material regarding the geologic setting and surrounding terrain of the project area. The consultant’s compilation shall include an evaluation and

understanding of previous (geologic) information and material that encompasses the identified area of work such as:

2.3.1.1 Aerial Photographic Analysis – Consultant shall collect and analyze pertinent aerial photographs of the project area in order to develop a slope history and to prepare a photo-geologic map of the site. Aerial photographic analysis should include historical images found on Google Earth and all aerial images held in the county files.

2.3.1.2 Compilation of Geologic Data – Consultant to collect and analyze available geologic reports and maps in order to develop a preliminary characterization of the site geology and hydrogeology.

2.3.2 The results of the analysis shall be provided in the report and also recorded in graphic form on the (provided) topographic base map. Other base maps may also be required to include, yet not be limited to the following:

2.3.2.1 Photo-geologic map

2.3.2.2 Preliminary geologic cross sections

2.3.2.3 Summary of ground water, springs and seeps

(The products listed above should provide the basis of subsequent phases of work, and used to plan the field mapping tasks as well as a preliminary guide for the subsurface exploration work.)

2.4 FIELD INVESTIGATION

2.4.1 The field investigation work shall consist of the collection of detailed information through surface geologic mapping. The consultant will be provided access to relevant background information and material available.

2.4.1.1 Geologic Mapping and Profiling. Consultant to complete detailed geologic mapping showing the type, distribution, and attitude of earth material located within the immediate vicinity of the subject site. The geologic mapping should exhibit areas underlain by bedrock, colluvium (loose rock & soil) and areas of erosion. Specific investigation should be provided on the geologic structure and various rock types of the bedrock, thickness and slope processes of the colluvial cover, the structure of the eroded areas and deposits, the location, orientation and composition of nearby fault zones, the location and discharge rate of springs and seeps, the distribution of the major geologic units and their structural relationships and the detailed character of the erosion and the likeliness of additional erosion expected to occur, including the anticipated volume of the soil/colluvium within the general area defined as the area of work.

2.4.1.2 Topographic Profiles. Upon completion of the field mapping the consultant shall complete a series of topographic profiles of the sloped area below Turn 6, across the eroded drainage area, including the surrounding terrain, within the area of work, which will be defined on the base sheet provided and confirmed on site. The profiles shall be developed to show the actual field conditions which may not be normally represented and expressed on existing topographic maps. The profiles should be used to develop detailed geologic cross sections prior to the start of any subsurface work. The map and cross

sections shall be used to select subsurface exploration sites, areas, and locations and to estimate target depths for drilling and sampling.

- 2.4.1.3 Geologic Cross Sections. Consultant shall develop a series of refined preliminary geologic cross sections at key locations to best depict the likely subsurface conditions, the structure of the eroded areas, thickness and slope of the colluvial cover and deposits in the area of work, which should be utilized to evaluate slope stability or for computer modeling analysis.

2.5 SUBSURFACE EXPLORATION

2.5.1 Subsurface exploration shall be conducted to determine the depth and geometry of the eroded area, define the type and structure of the underlying earth materials, locate and record groundwater levels, and to collect represented soil/rock samples for laboratory analysis and testing. Subsurface control points (e.g. CPT direct push measurements, borings and trenches) shall be placed outside of the subject site area of concern to help characterize the surrounding geologic conditions. Emphasis on describing the depth and characteristics of the soil/colluvial materials that mantle the top of the sloped area located above the drainage channel and variation in the observed elevations of any subsurface groundwater encountered, will be a primary requirement.

2.5.1.1 The subsurface exploration shall include an adequate number of CPT pushes and borings, as determined by the selected contractor's engineer and recommended to the client for approval, to compile an adequate amount of data from which to derive a responsible number of defensible recommendations for effecting a long-term physical solution to erosion control and slope stabilization at the subject site. The CPT pushes and borings are to be located in the field by referencing existing site features and dimensions. The locations of the CPT pushes and borings shall be shown on an accompanying plan submitted to the client for review and approval prior to the start of field investigation activities. The CPT pushes and borings to be backfilled with native soil except for the upper (approximately) 5 feet which shall be backfilled with hydrated granular bentonite grout. Cone Penetrometer Tests, an adequate number of CPT pushes, as determined by the selected contractor's engineer and submitted to the client for review and approval will be completed to characterize the nature, type, and attitude of the geologic materials in the vicinity of the subject site.

2.5.1.2 A California licensed C-57 contractor will perform the CPT by pushing a small diameter (10 cm² cross-sectional area) steel probe into the ground using a hydraulic jack attached to a truck mounted rig. The tip of the probe is to be instrumented and takes almost continuous measurements (roughly every 1 inch) of tip resistance, side friction resistance, and pore pressure. The CPT data and typical interpreted soil properties, presented at about 6-inch depth intervals, shall be provided and include at the minimum the following:

Symbol Explanation

- Qc Tip bearing resistance
- Qc' Tip bearing resistance normalized for overburden
- Fs Sleeve friction resistance
- Rf Tip/sleeve friction Ratio
- SPT (N) Equivalent standard penetration blow count

SPT' (N') Corrected equivalent standard penetration blow count
EffVtStr Estimated effective overburden stress
PHI Interpreted internal friction angle
Su Interpreted undrained shear strength
Soil Behavior type Interpreted soil behavior type
Density Range Estimated range of total soil density
Laboratory Testing

- 2.5.1.3 An adequate number of borings, as determined by the selected contractor's engineer and submitted to the client for review and approval, will be completed to characterize the nature, type, and attitude of the geologic materials in the vicinity of the subject site.
- 2.5.1.4 A California licensed C-57 contractor will perform the completion of the borings using a mobile drilling rig equipped with an 4-inch minimum diameter hollow stem auger. The selected consultant will be responsible to oversee that the drilling contractor prevents the possible biasing of depth dependent data due to hydraulic heave and/or lateral spreading during drilling operations.
- 2.5.1.5 The selected consultant shall classify the materials encountered in the drill holes and maintain a log of each drill hole. Samples shall be obtained from the drill holes by driving a 2½-inch inside diameter split spoon or a 2-inch outside diameter (1¾ inch inside diameter) Standard Penetration Test (SPT) sampler up to a depth of 18 inches into the earth material using a 140-pound hammer falling 30 inches. The number of blows required to drive the samplers shall be recorded for each 6-inch penetration interval.
 - 2.5.1.5.1 Soil samples shall be collected from the drill holes at t 5-foot vertical intervals and at any observed or expected changes in lithology. Soil samples are to be properly sealed and labeled in the field and transported under a log and chain of custody to the laboratory for further evaluation and testing.
 - 2.5.1.5.2 Visual classification of soils encountered in the drill holes shall be made in general accordance with the Unified Soil Classification System (ASTM D2487 and D2488). The laboratory test results will be used to refine field classifications.
- 2.5.1.6 The results and products from the field investigation and subsurface exploration should provide the basic data for a comprehensive geotechnical and slope stability analysis for the development of design alternatives for drainage improvements, feasible structural improvements and other proposals to mitigate the erosive effects of the steeply sloped area.
- 2.5.1.7 The products of this phase of work shall include the following:
 - 2.5.1.7.1 Detailed geologic map(s)
 - 2.5.1.7.2 Detailed geotechnical logs of subsurface exploration (e.g. CPT pushes and boring logs),
 - 2.5.1.7.3 Detailed geologic cross sections, and
 - 2.5.1.7.4 Summary report on subsurface and surface water observations.

2.6 LABORATORY TESTING AND ANALYSIS

- 2.6.1 This phase of work will involve laboratory testing soil/rock samples and utilizing the results with the geologic cross sections to analyze the stability of the sloped area slope below Turn 6, the eroded area down slope on BLM land and the surrounding vicinity. Laboratory tests shall be performed on selected representative soil samples. These tests include water content, dry density, Atterberg limits, grain size analysis and percent passing a No. 200 sieve. The laboratory test results are to be presented on the drill hole logs at their corresponding sample depths. The results of the Atterberg Limits and grain size analysis tests shall also be provided.
- 2.6.2 The products of this phase of work should include the following in order to provide the basic data and analysis to develop landscape mitigation design alternatives:
- 2.6.2.1 Soil/rock samples shall be collected from the sloped and eroded areas and the surrounding terrain within the area of work.
- 2.6.2.2 Laboratory testing shall be performed on selected representative samples. Special attention shall be given to the bedrock material collected at the base of the slope below Turn 6. List of laboratory tests and summary of results shall be included in the report.

2.7 GEOTECHNICAL ENGINEERING DESIGN ALTERNATIVES

- 2.7.1 This final phase of work should provide several design alternatives for the effecting of a long term (greater than 25 years) physical solution to achieve erosion control and slope stabilization. For each design alternative the relative levels of risk should be considered, as well as the cost effectiveness of the proposed design.
- 2.7.2 An extensive quantitative slope stability analysis shall be completed in order to define the present stability of the sloped area below Turn 6 and the long-term stability of the eroded slope area of the drainage channel. In addition, slope stability analysis should be conducted to determine the stability of the area where the existing drain pipe ends. The stability conditions shall be expressed as factors of safety (FS). The products of this phase of work should be sufficient to procure contractor bids for construction:
- 2.7.2.1 Preliminary Design of Mitigation Alternatives. Consultant shall develop a series of preliminary plans and drawings reflecting different mitigation alternatives for all hazards, the factors of safety and estimated engineering costs to determine the most cost effective, risk ratio. Preliminary mitigation alternatives should be specifically directed to the reduction of risk from all slope instability hazards. The consultant shall also discuss the likely slope instability hazards and the assumed risk if no mitigation alternative is undertaken.
- 2.7.2.2 A statement outlining the degree of safety of short term and long term mitigations.
- 2.7.2.3 The consultant shall plan on meeting with the client and client representatives with the selected consultants involved staff to present: the field investigation plan, the Geologic Conditions Report, and the final draft (internal presentation/meeting) of the Geotechnical Engineering Design Report.
- 2.8 Note: All work completed on the site and surrounding vicinity will be conducted in strict observance of OSHA Safety guidance.

End of Exhibit A

FINAL

EXHIBIT B – PRICING SHEET
(As Provided with Proposal for RFP #10483)

Company Name: COTTON, SHIRES AND ASSOCIATES, INC.

RFP #10483 - Laguna Seca Recreation Area Turn 6 Cost Estimate					
	Personnel	Code	2014		
	Prin Rate	Pm	\$195		
	Man Rate	Mgr	\$185		
	Supervising	Sup			
	Senior	Sen	\$130		
	Senior Staff	St1			
	Staff	St2	\$105		
	Field Tech	Tec			
	Drafting	Dft	\$75		
	Clerical/Word	Sec	\$55		
Phase I - Research and Mapping					
1a. Project Kickoff Meeting					
Prepare for meeting	Mgr		2.8 hr	\$482	
Attend meeting	Mgr		5.5 hr	\$908	
Attend meeting	Pm		5.5 hr	\$1,073	
John Wandke meeting			4	\$160.00	\$600
Josh Harwayne meeting			4	\$160.00	\$600
					\$3,642
1b. Research and Photo-Geologic Map					
Review Whitson Engineers plans and documents, Obtain base map	Mgr		7.9 hr	\$1,310	
Review and copy aerial photographs at UCS C	St2		8.0 hr	\$840	
Research other aerial photograph vendors	St2		6.0 hr	\$525	
Analysis and compilation of aerial photographs, County and BLM materials, prepare site history with location of drains and pipelines. Preparation of a photogeologic map.	Mgr		18.0 hr	\$2,970	
Review, QA/QC	Pm		1.0 hr	\$195	
Review, QA/QC	Mgr		1.0 hr	\$185	
					\$6,005
1c. Engineering Geologic Mapping and Limited Surveying					
Detailed engineering geologic mapping, limited surveying of critical topographic sections	Mgr		40.5 hr	\$8,882	
Limited surveying of critical topographic sections	Sen		17.0 hr	\$2,210	
					\$8,892

1d. Office Analysis, Map and Preliminary Geologic Sections							
Prepare map and preliminary engineering geologic cross sections	Mgr		24.0 hr	\$3,980			
Prepare map and preliminary engineering geologic cross sections	Sen		24.0 hr	\$3,120			
Internal meeting, review mapping, prepare subsurface exploration plan	Mgr		3.0 hr	\$486			
Internal meeting, review mapping, prepare subsurface exploration plan	Mgr		3.0 hr	\$486			
Internal meeting, review mapping, prepare subsurface exploration plan	Prn		3.0 hr	\$586			
						\$8,655	
1e. Meeting with County and BLM							
Prepare for meeting	Mgr		7.8 hr	\$1,287			
Present data, discuss subsurface exploration	Mgr		6.0 hr	\$826			
Present data, discuss subsurface exploration	Mgr		5.0 hr	\$826			
						\$2,937	
							\$80,181 Phase I
Phase II - Subsurface Investigation and Testing							
2a. Logistics, Drilling/CPT Preparation							
Coordination with BLM, Monterey County, SCAQMP, prepare traffic/cyclist/pedestrian access control plan, obtain permits	Mgr		25.9 hr	\$4,274			
Mark subsurface locations for USA Underground	Mgr		5.0 hr	\$826			
						\$5,099	
2b. Subsurface Drilling and Inclinator/Piezometer Installation							
Detailed logging of borings, update cross sections	Sen		40.0 hr	\$5,200			
Detailed logging of borings, update cross sections	Mgr		14.0 hr	\$2,310			
Finalize boring logs	Sen		9.1 hr	\$1,184			
Cenozoic Drilling (3 borings)				\$6,198	\$7,127		
Inclinator			60	\$8.00	\$480		
Vibrating wire piezometers					\$1,000		
						\$17,302	
2c. Cone Penetrometer Testing (CPT)							
Observation of CPT's, update cross sections	Sen		25.2 hr	\$3,261			
California Push Technologies (3 CPT's)					\$6,003		
						\$9,284	

2d. Laboratory Testing							
Compile data, review logs and view samples, meet and plan laboratory testing program	Sen			2.0 hr	\$260		
Compile data, review logs and view samples, meet and plan laboratory testing program	Mgr			2.0 hr	\$330		
Compile data, review logs and view samples, meet and plan laboratory testing program	Prn			2.0 hr	\$360		
Laboratory Test - Atterberg Limits		4	\$229	1.15	\$1,053		
Laboratory Test - Moisture and Unit Weight		20	\$22	1.15	\$506		
Laboratory Test - Sieve and Hydrometer		5	\$179	1.15	\$1,029		
Laboratory Test - Modified Proctor		1	\$255	1.15	\$293		
Laboratory Test - Minimum Density		3	\$117	1.15	\$404		
Laboratory Test - Maximum Density		3	\$236	1.15	\$811		
Laboratory Test - Triaxial (TXCU PF)		3	\$470	1.15	\$1,622		
						\$6,698	
2a. Prepare Geologic Conditions Report and Meeting							
Prepare figures	St2			40.0 hr	\$4,200		
Prepare text	Mgr			45.0 hr	\$7,425		
Review, discuss, Q A/QC	Mgr			12.0 hr	\$1,980		
Review, discuss, Q A/QC	Prn			2.0 hr	\$360		
John Wandke review		2	\$150.00		\$300		
Josh Harwayne review		2	\$150.00		\$300		
Report materials						\$500	
Prepare for meeting	Mgr			7.7 hr	\$1,272		
Present data, discuss geologic conditions report	Mgr			5.0 hr	\$825		
Present data, discuss geologic conditions report	Prn			5.0 hr	\$975		
						\$18,167	
							\$55,548 Phase II
Phase III - Mitigation Alternatives and Reporting							
3a. Develop Conceptual Mitigation Measures							
Internal meeting, review data, compile list of conceptual mitigation measures	Mgr			2.0 hr	\$330		
Internal meeting, review data, compile list of conceptual mitigation measures	Mgr			2.0 hr	\$330		
Internal meeting, review data, compile list of conceptual mitigation measures	Prn			2.0 hr	\$360		
Prepare preliminary sketches and engineer's construction cost estimates for the conceptual mitigation measures	Mgr			20.0 hr	\$3,300		
						\$1,350	

3b. Planning and Erosion Review							
Prepare for meeting	Mgr		2.0 hr	\$330			
Attend teleconference discuss possible mitigation concepts	Mgr		2.0 hr	\$330			
Attend teleconference discuss possible mitigation concepts	Prn		2.0 hr	\$360			
John Wandke meeting		2	\$150.00	\$300			
Josh Harwayne meeting		2	\$150.00	\$300			
						\$1,650	
3c. Slope Stability Analysis							
Perform backanalysis of existing failure	SI2		8.0 hr	\$840			
Analyze laboratory and CPT data, assign representative unitweights and strengths to the earth units	Sen		8.0 hr	\$1,040			
Internal meeting, review data and characterize strengths	Mgr		1.0 hr	\$165			
Internal meeting, review data and characterize strengths	Mgr		1.0 hr	\$165			
Internal meeting, review data and characterize strengths	Prn		1.0 hr	\$195			
Internal meeting, review data and characterize strengths	Sen		1.0 hr	\$130			
Prepare cross sections for analysis	Mgr		16.0 hr	\$2,640			
Slope stability analyses	SI2		60.0 hr	\$8,400			
Review, discuss, QA/QC	Mgr		8.0 hr	\$1,320			
Review, discuss, QA/QC	Mgr		8.0 hr	\$1,320			
Review, discuss, QA/QC	Prn		1.0 hr	\$195			
						\$16,410	
3d. Develop Mitigation Alternatives							
Revise quantities and cost estimates	SI2		8.0 hr	\$840			
Review, discuss, QA/QC	Mgr		1.0 hr	\$165			
Review, discuss, QA/QC	Mgr		1.0 hr	\$165			
Review, discuss, QA/QC	Prn		1.0 hr	\$195			
Develop advantages and disadvantages	Sen		8.0 hr	\$1,040			
Review, discuss, QA/QC	Mgr		2.0 hr	\$330			
Review, discuss, QA/QC	Mgr		2.0 hr	\$330			
Review, discuss, QA/QC	Prn		1.0 hr	\$195			
Input from John Wandke		2	\$150.00	\$300			
Input from Josh Harwayne		2	\$150.00	\$300			
						\$3,860	

3e. Alternative Selection - Teleconference with County and BLM							
Prepare for meeting	Mgr		6.0 hr	\$1,320			
Attend meeting, discuss alternatives report draft	Mgr		2.0 hr	\$330			
Attend meeting, discuss alternatives report draft	Prn		2.0 hr	\$390			
					\$2,040		
3f. Prepare Geotechnical Engineering Design Report and Meeting							
Prepare figures	St2		41.3 hr	\$4,332			
Prepare text	Mgr		80.0 hr	\$13,200			
Review, discuss, QA/QC	Mgr		8.0 hr	\$1,320			
Review, discuss, QA/QC	Prn		2.0 hr	\$390			
John Wandke review and comment		8	\$150.00	\$1,200			
Josh Harvasyne review and comment		8	\$150.00	\$1,200			
Report materials				\$500			
Prepare for meeting	Mgr		6.0 hr	\$1,320			
Present data, discuss geologic conditions report	Mgr		4.5 hr	\$743			
Present data, discuss geologic conditions report	Prn		4.5 hr	\$678			
John Wandke		3	\$150.00	\$450			
Josh Harwayne		3	\$150.00	\$450			
					\$25,992		
						\$54,292 Phase III	
						\$139,972 Total	

End of Exhibit B

**EXHIBIT C – INCORPORATION OF RFP #10483, ADDENDA #1 & 2, AND
STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Proposal (RFP) through RFP #10483, GEOLOGICAL INVESTIGATION AND GEOTECHNICAL ENGINEERING DESIGN ALTERNATIVES FOR THE LOWER SLOPED AREA ADJACENT TO AND BELOW TURN 6 OF THE RACETRACK AT LAGUNA SECA RECREATION AREA AND DOWN SLOPE ONTO BLM PROPERTY. COTTON, SHIRES AND ASSOCIATES, INC. submitted a responsive and responsible proposal to perform the services listed in RFP #10483.

RFP #10483, Addenda #1 & 2, and the Statement of Qualifications submitted by COTTON, SHIRES AND ASSOCIATES, INC are hereby incorporated into the Agreement by this reference.

End of Exhibit C



COTTSHI-01

YUENG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2015

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 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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen	
	PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869	
	E-MAIL ADDRESS: Gigi.Yuen@ioausa.com	
INSURED Cotton, Shires and Associates, Inc. 330 Village Lane Los Gatos, CA 95030	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: RLI Insurance Company	13056
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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		6806878L222	12/04/2014	12/04/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA667M2092	12/04/2014	12/04/2015	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		CUP9676Y115	12/04/2014	12/04/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	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 <input type="checkbox"/> N/A	UB3616T507	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.		RDP0018618	02/01/2015	02/01/2016	Per Claim 1,000,000
C	Professional Liab.		RDP0018618	02/01/2015	02/01/2016	Aggregate 2,000,000

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

All operations of the Named Insured.

General Liability: Please see Additional Insured endorsement attached; such coverage is Primary & Non-Contributory with Waiver of Subrogation included, as required by written contract.

Workers' Compensation: Waiver of Subrogation is in favor of the aforementioned Additional Insured, as required per written contract.

Auto Liability: Please see Designated Insured endorsement attached with Waiver of Subrogation included, as required by written contract.

ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY & AUTO LIABILITY:

The County of Monterey, its Officers, Employees, and Authorized Agents

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Division 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 <i>Lester Hancock</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a * primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED**
- B. EMPLOYEE HIRED AUTO**
- C. EMPLOYEES AS INSURED**
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- E. TRAILERS – INCREASED LOAD CAPACITY**
- F. HIRED AUTO PHYSICAL DAMAGE**
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
- I. WAIVER OF DEDUCTIBLE – GLASS**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. AUTO LOAN LEASE GAP**
- M. BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II - LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II - LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I - COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

TRAVELERS 
ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (XJUB-3616T50-7-14)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 3 . 0 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

**ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by Leslie Pancoast

DATE OF ISSUE: 12-23-13 ST ASSIGN:

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