

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.
(Effective Retroactive to February 10, 2021)**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15108 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and TRC Engineers, 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-15108 with County on February 10, 2021 (hereinafter, “Agreement”) to provide professional civil engineering services (hereinafter, “services”) for the Las Lomas Drive Bicycle Lane and Pedestrian Project (hereinafter, “Project”), under Request for Proposals (RFP) #10706 through and including February 9, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$403,297.17; and

WHEREAS, the California Department of Transportation (Caltrans) Independent Office of Audits and Investigations (IOAI) conducted financial reviews of Indirect Cost Rates (ICR) in accordance with Title 23 United States Code (USC) 112(b) (2) and Title 23 CFR 172.11 to evaluate if costs used in the ICR calculations met requirements of 48 CFR, Chapter 1, Part 31; and

WHEREAS, due to changes required by Caltrans’ IOAI, the Fee Estimate in Exhibit A, Scope of Services/Payment Provisions, of the Agreement requires an update effective retroactive to February 10, 2021; and

WHEREAS, the Parties wish to amend the Agreement to update the Fee Estimate in Exhibit A with no associated dollar amount increase to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Section 4, “Additional Provisions/Exhibits”, of Agreement to delete “Exhibit A, Scope of Services/Payment Provisions” and to add “Exhibit A-1, Scope of Services/Payment Provisions” effective retroactive to February 10, 2021.
2. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1, Scope of Services/Payment Provisions.
3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. 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

CONTRACTOR*

By: DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
78744037AA0D41B...
Contracts/Purchasing Officer

Date: 6/10/2021

**Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager**

By: DocuSigned by:
Mary Grace Perry
623024E47FD047F...
Mary Grace Perry
Deputy County Counsel

Date: 6/10/2021

Approved as to Fiscal Provisions

By: DocuSigned by:
Jody Nolasco
F00C442ED05B437...
Auditor/Controller

Date: 6/10/2021

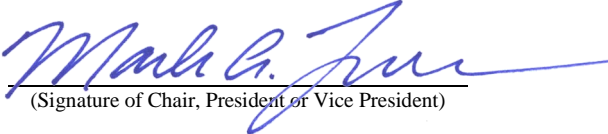
**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager**

By: _____
Leslie J. Girard
County Counsel-Risk Manager

Date: _____

TRC Engineers, Inc.

Contractor's Business Name

By: 
(Signature of Chair, President or Vice President)

Its: Mark Imbriani, P.E., Vice President
(Print Name and Title)

Date: 06/04/21

By: Grant J Ratkovic Digitally signed by Grant J Ratkovic
Date: 2021.06.04 14:44:17 -07'00'
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Grant J. Ratkovic, Asst. Secretary
(Print Name and Title)

Date: June 4, 2021

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

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

CONTRACTOR shall provide professional civil engineering services for the Las Lomas Drive Bicycle Lane and Pedestrian Project (Project) for County. The Project is approximately 1320 feet (.25 miles) of Las Lomas Drive from Hall Road to Thomas Road consisting of the construction of sidewalks, class II bicycle lanes, roadway improvements including but not limited to widening, curb and gutter, drainage inlets, retaining walls and water treatment facility. See Location Map (Exhibit B of RFP #10706) and Preliminary Layout (Exhibit C of RFP #10706).

The scope of services for the Project includes in general, the full range of professional civil engineering services. The services provided shall include project management, surveying, geotechnical investigation, permitting support, project and construction cost estimating, preparation of final plan documents, coordination with various utility companies for relocation, project design and engineering in compliance with local, State and Federal guidelines, bidding assistance and design support during construction. CONTRACTOR’s professional civil engineering services shall include but not be limited to the following services and requirements:

PHASE 1 - PRELIMINARY DESIGN

This phase of work shall take the Project from initiation through 30% design and the start of the environmental clearance process.

Task 1.1 Project Management

Project management shall begin after the scoping meeting and receipt of the Notice to Proceed (NTP) from County and shall continue through completion of all Project design deliverables.

Task 1.1.1 – Project Kickoff

With the completion of scoping efforts and NTP, CONTRACTOR shall initiate the Project, organize the team and ensure that each member understands their roles and responsibilities for efficient execution of the work. A kickoff meeting via conference call shall be conducted between the CONTRACTOR’s team and County.

Task 1.1.2 – Project Baseline Schedule

Develop a simplified critical path method (CPM) baseline schedule for approval by County, based on the approved design contract documents. This schedule shall be developed to the level of detail required for the various phases of the Project and shall be updated monthly.

Update and provide the baseline CPM schedule on a regular basis (frequency to be determined during initial scoping) to County.

Task 1.1.3 – Project Development Team (PDT) Meetings

PDT meetings shall be held by CONTRACTOR in accordance with the approved Project schedule. These meetings may be held in County offices, via conference call, or via Zoom to coordinate the transfer of

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Project information to the CONTRACTOR's team members and County. PDT meeting notes shall be prepared by CONTRACTOR to document discussions and decisions from the meeting. Notes shall include a list of action items and an issues log from the meeting (and previous meetings) with due dates and defined responsibilities.

Task 1.1.4 – Progress Reports and Invoices

Prepare invoices monthly and include a progress report indicating activities performed during the previous month and work to be performed in the forthcoming month. Progress reports shall provide a summary of the Project budget including percentage of budget spent and percentage of Project completion.

Task 1.1.5 – Project Coordination/Subcontractor Coordination

Provide oversight and coordination to CONTRACTOR's team members and provide updates to the County periodically.

Task 1.1.6 – Quality Control (QC)/Quality Assurance (QA)

Prepare and implement a proven QC/QA plan. Overall QC/QA shall be performed throughout the design phase. All deliverables to County including reports, plans, specifications, etc. shall be reviewed. Recommendations for any corrections or improvements shall be clearly marked on each submittal and discussed in detail with the team members. Those changes shall be discussed with each design discipline and implemented, as deemed necessary for the benefit of the Project.

Deliverables:

- Baseline CPM Schedule and Updates
- PDT Meeting Notes with Action Item List and Issues Log
- Progress Reports/Invoices
- QC/QA Plan Documentation

Task 1.2 Preliminary Research and Field Review Meeting

Task 1.2.1 - Preliminary Data and Report Research

County shall provide to CONTRACTOR pertinent existing reports and information for the Project. This information shall be reviewed and made available to CONTRACTOR's team members to provide the history of the site, conditions and the efforts of others who have worked on this roadway. In particular, County shall provide CONTRACTOR plans and specifications, as well as any other useful information, for Phase 1 of the Project.

Deliverables:

- Kickoff Meeting Agenda and Meeting Notes

Task 1.3 Surveying

Task 1.3.1. – Topographic Mapping

Develop topographic mapping and establish horizontal and vertical control as required for the Project. **Whitson and Associates, Inc. (Whitson Engineers) (CONTRACTOR's subcontractor for surveying services)** shall check with **Harris & Associates, Inc. (Harris) (CONTRACTOR's subcontractor for surveying services)** to verify the Project datums to be used prior to commencing field work.

Conduct a cross-section survey along the Las Lomas Drive for the area shown on Location Map (Exhibit B of RFP #10706) and Preliminary Layout (Exhibit C of RFP #10706). The topographic mapping shall include all features, edge of pavement, distinguishable grade breaks/swales including tops and toes of slopes, elevation at right-of-way, curb, lip of gutter, sidewalks, retaining walls, trees greater than six (6) inches in height and above ground utility structures. Whitson Engineers shall verify the survey limits with CONTRACTOR and County prior to commencing work.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Prepare a topographic map of the Project area including all planimetric features, spot grades and elevations at a one (1) foot contour interval. Provide County with digital files in AutoCAD and PDF formats.

Task 1.3.2 – Right-of-way and Boundary Information

Research property information and recorded maps. Layout record boundary in AutoCAD.

Locate and tie into existing property monuments for purposes of positioning record right-of-way boundary. Please note this shall not constitute a boundary survey or property boundary resolution.

Task 1.3.3 – Utility Research and Location

Whitson Engineers shall collect available data from the local utility companies per American Society of Civil Engineers (ASCE) Quality Level C for the Project corridor and integrate the information into the Project base map. County shall request an Underground Service Alert (USA) location prior to the survey to facilitate the location of additional utility installations.

Field locate visible utilities, utility markings and utility potholes and integrate utility survey data into CAD base file.

Exclusions:

The following work is specifically excluded from the scope of services:

1. Utility surveys including potholing of existing underground facilities.
2. Any work not specifically included in the above scope of services.
3. Title costs, if required.

Task 1.4 Geotechnical Investigation

Task 1.4.1 – Desktop Study/Project Setup

Provide the Desktop Study/Project Setup which shall include the following: Project set up, staff briefing, review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings, review of readily available data regarding regional subsidence, checking site accessibility, boring layout, clearance of utilities, and permitting (County Environmental Health Division (County Health) and Housing and Community Development (HCD) County Encroachment Permits, only). **BSK Associates (BSK) (CONTRACTOR's subcontractor for geotechnical engineering services)** shall notify USA to arrange for marking of underground utilities within pertinent public rights-of-way and utility easements.

As required by local ordinance, CONTRACTOR shall obtain a drilling permit from County Health prior to CONTRACTOR's field investigation. Borings shall be in the shoulder to the extent possible to avoid blocking traffic. Traffic control shall include shoulder and minor lane closures. The proposed boring locations shall be planned in coordination with CONTRACTOR's Design Project Manager and Roadway Engineer.

Task 1.4.2 – Field Exploration

The subsurface conditions at the proposed retaining wall sites shall be explored by drilling bores every 300 linear feet of proposed road improvement, for a minimum of five (5) locations to depths of twenty (20) feet below ground surface, or refusal. In addition, two (2) borings are planned within the western ditch where new stormwater pipelines or culverts may be required and shall be drilled to depths of five (5) feet below ground surface, or until refusal.

A professional from BSK shall maintain a log of the soils encountered, record the blow counts obtained at

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

each sampling interval, and obtain samples for visual examination, classification, and laboratory testing. Relatively undisturbed soil sampling shall be performed using 2.5-inch inside diameter split spoon samplers and Standard Penetration Test (SPT) samplers. The strength characteristics of the cohesive soil samples recovered shall be evaluated in the field using a hand-held pocket penetrometer. During CONTRACTOR's investigation, BSK shall also measure the approximate depth to groundwater if it is observed. Bulk samples of subgrade soils shall be obtained from the borings for Resistance (R)-Value and corrosivity analysis purposes. Upon completion, the borings shall be backfilled with cement grout and capped with asphalt cold patch, where needed.

If hazardous materials are encountered as indicated visually or by odor in the soil borings during CONTRACTOR's subsurface investigation, such borings shall be immediately terminated, and arrangements shall be made to backfill such borings with cement grout. CONTRACTOR's Design Project Manager shall notify County as soon as possible of such an occurrence, and shall continue, modify, or cease the remainder of the investigation program at County's direction. All added costs incurred as a result of suspected hazardous substances shall be charged on a time and expense basis over and above the fee quotation for the geotechnical investigation using CONTRACTOR's current fee schedule.

Task 1.4.3 – Laboratory Testing

Laboratory tests shall be performed on selected soil samples in a Caltrans certified laboratory to evaluate pertinent engineering properties for design of the Project. Laboratory tests which BSK anticipates performing may include:

- In-place Dry Density and Moisture Content (ASTM D2216 and ASTM D2937)
- Atterberg Limits (Plasticity Index) (ASTM D4318)
- Unconfined Compression of Soil (ASTM D2166)
- Expansion Index (ASTM D4829)
- Sieve (Gradation) Analyses (ASTM D422)
- Direct Shear (ASTM D3080)
- R-Value Tests (California Test Method No. 301)

After the field investigation is completed, if BSK determines additional tests are necessary, BSK shall contact County for prior approval.

BSK anticipates performing one (1) corrosion test within the upper ten (10) feet of the ground surface. Selected samples of the near-surface soils encountered shall also be tested for corrosivity:

- Minimum Resistivity and pH (California Test Method No. 643)
- Soluble Sulfate (California Test Method No. 417)
- Soluble Chloride (Caltrans Test Method No. 422)

After the field investigation is completed, if additional tests are needed, CONTRACTOR shall obtain approval by County prior to performing additional tests. Samples collected during the investigation (but not tested in the lab) shall be temporarily stored for a period of ninety (90) days from the date of drilling. After this period, untested samples shall be disposed of unless otherwise requested by County.

Deliverables:

- Boring Logs

Task 1.4.4 – Soils Analysis/Evaluation

Task 1.4.4.1 Using the results of the field investigation, soil borings, and laboratory tests, BSK shall perform engineering analyses to develop recommendation criteria for earthwork, foundation design, and pavement design for the Project. Engineering calculations shall be performed to estimate design and specified pile tip

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

elevations, lateral earth pressures, temporary and permanent slope stability, and recommended pavement sections in accordance with the Caltrans Flexible Pavement Design Method.

Task 1.4.5 – Draft Geotechnical Report

Task 1.4.5.1 Results of the field investigation, laboratory tests, engineering analyses, as well as conclusions and recommendations shall be summarized in a draft geotechnical report, prepared under the supervision of a California registered Geotechnical Engineer. The draft geotechnical report shall generally follow Caltrans guidelines for Earth Retaining Structures, and include Seismic Design Criteria including liquefaction potential, recommendations for design of pile foundations and retaining structures. CONTRACTOR shall include Logs of Test Boring (LOTB) sheets and develop an Acceleration Response Spectrum (ARS) curve using Caltrans Seismic Design Criteria Version 2.0 for the design of the new retaining wall foundations. The draft geotechnical report shall be prepared to address the road widening and include recommended design R-Values for design of rigid or flexible pavement.

BSK shall provide an electronic copy of the draft geotechnical report in PDF format to the CONTRACTOR's design team and County.

Deliverables:

- Draft Geotechnical Report

Task 1.4.6 – Final Geotechnical Report

Task 1.4.6.1 CONTRACTOR's design team shall update/revise the draft geotechnical report based on comments from County, and other stakeholders to prepare the Final Geotechnical Report.

Deliverables:

- Final Geotechnical Report

Task 1.5 Environmental Permitting Support

Prepare permit applications and perform resource agency coordination as follows:

Task 1.5.1 – Environmental Management

Coordinate with County throughout the permitting documentation process. CONTRACTOR's representatives shall participate in the PDT. For purposes of this scope of services, it is assumed that the Environmental Manager shall attend up to four (4) PDT meetings via phone calls throughout the approximately six (6) month permitting schedule.

Task 1.5.2 – Existing Permit and Mitigation Monitoring Reporting Program (MMRP) Review

Review the existing permit applications (United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW)) for Phase I of the Project, and County-prepared MMRP to determine which activities of Phase I of the Project could potentially cover activities under Phase II and to determine the duration of permits. Based on these findings, CONTRACTOR shall form a strategy for Phase II permitting.

Task 1.5.3 – Prepare Permit Packages (USACE, RWQCB, CDFW)

Prepare and submit permit applications to the USACE and RWQCB, following review and approval of the application by County, to satisfy the requirements of Sections 401 and 404 of the Clean Water Act (CWA). The USACE permit requires the preparation and submittal of a RWQCB Section 401 Water Quality Certification for the completion of the Section 404 Permit. In addition, CONTRACTOR shall prepare a CDFW Section 1602 Agreement application for Streambed Alteration (also known as a Streambed Alteration Agreement) and submit to the CDFW following review and approval of the application by

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County. The submittal package shall include: (1) Form FG 2023; (2) vicinity map; (3) Project description; (4) jurisdictional delineation map; and (5) site photos. Permit filing fees are excluded.

Task 1.5.4 – Agency Coordination

Schedule and conduct a pre-application conference call with the appropriate USACE, RWQCB, and CDFW representatives and County to review the site conditions, the proposed Project, the Project impacts, and the optional Jurisdictional Delineation (JD) Report if the latter is required per Task 1.5.5. At the conclusion of the pre-application meeting, CONTRACTOR shall request formal approval of the results of JD Report from the USACE and the CDFW. CONTRACTOR shall also coordinate for permits package approval, conduct phone calls, and revise the permit applications before submittal of the final package to meet agencies requests. CONTRACTOR shall prepare meeting minutes to document the meetings and shall transmit the minutes to all parties. 212 technical staff hours are assumed for the Project.

Task 1.5.5 – Jurisdictional Delineation (OPTIONAL TASK)

Perform a JD to determine whether jurisdictional “waters of the United States”, including wetlands (if present), and/or “waters of the State” are located within the boundaries of the Biological Study Area (BSA). The delineation shall result in a determination of the jurisdictional boundaries based on the ordinary high-water mark(s) (OHWM) in the BSA and indicate the presence of any adjacent wetlands not within the jurisdictional OHWM. The actual presence or absence of wetlands on site shall be verified through the determination of the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (USACE 2006). Any special status species observed shall be reported to the California National Diversity Database (CNDDB).

Prepare a JD Report. The JD would be used to: (1) assist the design team in avoiding impacts to jurisdictional areas or providing construction methods that maximize the potential for the preparation of an individual or nationwide permit if Project impacts fit within the established threshold for this permit authorization; (2) provide the jurisdictional information necessary for the supporting documentation; and (3) support the request for subsequent USACE, RWQCB, and CDFW permits. The report shall be submitted electronically in PDF format; no printed copies shall be submitted. This task covers the initial preparation of the Draft JD Report and one (1) round of Caltrans reviews. Additional revisions of the report would require a budget augment.

Task 1.6 30% Geometric Approval Drawings

Task 1.6.1 – Develop Design Criteria

Identify structural, geotechnical and geometric design standards (design speed, route designation, etc.) to be used in the design and prepare a brief Design Criteria Memo to establish the design.

Task 1.6.2 – 30% Design Package

Establish the alignment of the roadway based on the Preliminary Layout (Exhibit C of RFP #10706) which shows County's preferred alignment, surveyed site conditions, as well as American Association of State Highway and Transportation Officials (AASHTO) and Caltrans geometric standards. Only minor alignment shifts are anticipated, if any. Typical Sections, Layout, and Profile Drawings shall be established at this stage.

Preliminary retaining wall layout and profile drawing shall also be established. A Caltrans eleven (11) page cost estimate shall be developed by CONTRACTOR to establish the estimated construction cost for the Project.

It is assumed that the wall type shall be a Retaining Wall Type 6A (Case 2) from Caltrans Standard Plan B3-7B. Therefore, a spread footing is also assumed. It is also assumed that there will not be a gutter placed behind the wall and there won't be any form liner applied to the surface of the wall.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverables:

- 30% Geometric Approval Drawing
- General Plan Retaining Wall Sheet
- General Plan Estimate for Retaining Wall
- Preliminary Cost Estimate
- Kickoff Meeting Agenda and Meeting Design
- Criteria Memo

Task 1.7 Revegetation Plans, Specifications and Estimate (PS&E)

Design Lab 252 (CONTRACTOR's subcontractor for architectural landscape services) shall prepare revegetation plans for the site, per the required mitigations specified in the environmental document. Work is expected to include erosion control plans for use during construction as well as hydroseeding of exposed areas in the final Project. No ornamental or other planting is anticipated hereunder.

Deliverables:

- Revegetation Concept Plan Sheet
- 65% Revegetation Plan Sheet
- Final PS&E for Revegetation and Erosion Control Items

Task 1.8 Utility Coordination

Support County in following the Caltrans Utility Coordination Process throughout the design for relocation and preferably, avoidance of public utilities and include the following:

Task 1.8.1 - Utility "A" Letters – This letter is sent out to all the utility companies who operate in the area to determine if they have facilities within the Project limits. County shall approve the letter of transmittal and receive evidence of mailing. This task shall entail compiling a list of utility agencies into a spreadsheet matrix and shall also include the initial utility coordination to confirm contacts for each agency.

Task 1.8.2 Utility facility maps based upon the information received from utility owners shall be assembled and incorporated into the base mapping and verified through topographic surveys.

Task 1.8.3 - Utility "B" Letters (Exhibit 13-EX-9) and Location Maps – The "B" Letter shall be sent to document the receipt of the facility mapping and incorporation into the Project base mapping. Location Maps shall be prepared. A "Master" colored utility map showing all the utilities along with individual maps for each utility company showing their facilities only shall be prepared.

Task 1.8.4 Utility Conflict Maps shall be prepared for any facilities that conflict with the proposed construction. The layout and format of the Conflict Maps shall be similar to the Location Maps.

Task 1.8.5 A Report of Investigation shall be prepared for each existing facility to document their impact (if any) to the proposed construction. It is assumed that two (2) such reports shall be prepared. Additional reports shall be considered extra services.

Task 1.8.6 - Utility "C" Letters – A Notice to Owner and Utility Agreement shall be prepared for each utility that conflicts with the proposed construction. These documents shall identify the cost share/liability, timeframes for relocations, and shall include Relocation Plans (prepared by the individual utility company).

Deliverables:

- Utility A, B, and C Letters

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Utility Conflict Maps
- Report of Investigation (two (2) assumed)

PHASE 2 – FINAL DESIGN

This phase of work begins with the completion of the environmental process by County and develops the design package from the 30% submittal through final design and bidding.

Task 2.1 Final Drainage Report

Task 2.1.1 – Drainage Report

Utilize County-provided Phase 1 Project Report to size the bio infiltration ditches for the water retention facility and specify the adjustment of certain drainage facilities constructed under the Phase 1 Project currently in process.

Task 2.2 Draft (60%) P&E Design Package

Assemble the 60% P&E package for a review by County.

Task 2.2.1 – Prepare Draft P&E Package

Activities shall include all design work (structural and civil), reviews and documentation necessary to develop a complete design package. CONTRACTOR shall work with County to meet the Project scheduling needs. As stated in Task 1.6.2 the Retaining Wall Type 6A (Case 2) from Caltrans Standard Plan B3-7B shall be used and the design shall include the layout of the wall and the determination of the wall height and depth of footing, with a maximum wall height of six (6) feet assumed. If a wall(s) of greater height is required, that design shall be an optional service.

Roadway design shall be in accordance with the latest edition of AASHTO's Policy on Geometric Design of Highways and Streets, the Caltrans Highway Design Manual and Monterey County Standards, and include the cross-section in Attachment 1.

Task 2.2.2 – Contract Items List and 60% Estimate

Prepare a bid item list for the Project and compile a list of the most current (currently 2018) Caltrans Standard Special Provisions (SSPs). Items which are not covered by SSPs shall be identified as well as any proprietary products (if necessary). The basis of the contract construction documents shall be the 2018 Caltrans Standard Specifications.

Prepare a detailed 60% engineer's estimate using the Caltrans item codes and current unit prices. Quantities shall be calculated for this estimate, but the independent design check of quantities shall occur at the 90% stage. A contingency of 15% shall be used for the 60% estimate.

Task 2.2.3 – Prepare 60% Submittal to the County

Prepare the submittal package for County. Three (3) sets of 11x17 P&E shall be provided. An electronic version of the contract SSP's along with the P&E shall be provided.

Deliverables:

- 60% Plans – Three (3) Sets
- 60% Engineer's Estimate – Three (3) Sets
- Contract Items List – Electronic Submittal
- P&E Submittal - Electronic Submittal

Task 2.3 90% Design PS&E

Assemble the 90% PS&E package for a final review by Caltrans and County.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.3.1 – Prepare 90% Plans

Address review comments provided on the 60% P&E and incorporate changes into the plans to develop the 90% PS&E package. Outstanding Project issues shall be resolved at this time and plans updated to reflect the resolutions.

Task 2.3.2 – Independent Design Check for Retaining Walls

Upon completion of the 60% P&E, CONTRACTOR shall assign a qualified engineer who has not worked on the 60% design to perform an independent check of the retaining wall plans in conformance with standard Caltrans design procedures. After checking the structure, the assigned engineer shall resolve all discrepancies with the designer.

Revisions shall be included in the 90% Design Plans.

Task 2.3.3 – Quantities and Engineer’s Estimate

Prepare two (2) sets of bridge and roadway quantities, cross-checked to the tolerances allowed by Caltrans Bridge Design Aids Manual, Chapter 11.

In this task, the quantities shall be finalized to reflect any changes made to the plans and current unit costs shall be applied to contract items. The Engineer’s Estimate shall be broken into Roadway and Structure items.

Task 2.3.4 – Special Provisions

Update the Bid Item List and check SSPs to ensure that the most current versions are being used. These SSPs shall be edited in accordance with the instructions within the SSP. Revised SSPs shall be developed if required.

Task 2.3.5 – Prepare 90% Submittal to County

Prepare the submittal package to County. Three (3) sets of 11x17 plans, special provisions, and Engineer’s Estimate shall be provided.

Deliverables:

- 90% Draft Plans (11x17 reproducible) – Three (3) Sets
- Engineer’s Estimate
- Draft Special Provisions

Task 2.4 Final (100%) Design PS&E

Task 2.4.1 – Prepare Final Design PS&E

Develop and provide a bid-ready Final PS&E conforming to the Caltrans Construction Contract Development Guide (CCD) to County for advertisement.

Task 2.4.2 – Prepare Final Special Provisions

Prepare the final special provisions for inclusion in County’s front-end bid documents.

Task 2.4.3 – Prepare Final Engineer’s Estimate

Prepare the final engineer’s estimate for inclusion in the County’s front-end bid documents.

Task 2.4.4 – Prepare Resident Engineer (RE) Pending File

Prepare for County a RE Pending File, including copies of quantities and check quantities, a Foundation Report, and special instructions and information from the CONTRACTOR’s Designer to the RE.

Task 2.4.5 – Prepare 100% Submittal to County

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Prepare the submittal package to County. Three (3) sets of 11x17 plans, special provisions, and Engineer's Estimate shall be provided.

Deliverables:

- Final Plans
 - Half size stamped and signed mylar (one (1) set)
 - AutoCAD files of final drawings on CD (unsigned)
- Final Specifications
 - Original hardcopy (signed)
 - Electronic copy in PDF format (signed)
 - Electronic document in Microsoft Word on CD (unsigned)
- Final Engineer's Estimate
- RE Pending File

Task 2.5 Bidding Assistance

Provide assistance, as required, to County during bidding of the Project. The work may include answering questions from prospective bidders, preparing bidder's inquiries, assisting County in preparation of addenda to the PS&E during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.

Task 2.6 Design Support During Construction

County shall be responsible for contract administration; however, CONTRACTOR shall provide technical assistance as listed below:

- a. Attend contract pre-construction meeting.
- b. Coordinate review and approval of shop drawings.
- c. Provide ongoing consultation and interpretation of construction documents, as requested, including attendance at field meetings and responding to phone calls and/or emails.
- d. Review and comment on contract change orders, as requested.
- e. Prepare plan revisions as necessitated by contract change orders.
- f. Provide construction engineering assistance as requested.

A total of **180** hours is assumed for this task; however, this should be negotiated after the PS&E is complete. Also, preparing as-built plans can be accommodated as an Optional Task.

Optional Tasks

1. Caltrans Field Review
2. Deep Borings
3. Additional Material Tests
4. Permit Fees
5. Jurisdictional Delineation
6. Retaining Wall Design for H>6'.
7. Construction Phase Services over 180 labor hours

All Project work shall be performed in conformance with all applicable County, State, and Federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act of 1990 (ADA), as may be revised and amended from time to time.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

DELIVERABLES LIST

PHASE 1 – PRELIMINARY DESIGN

Baseline Schedule and Schedule Updates
PDT Meeting Notes with Action Item list and Issues log CPM
Progress Reports/Invoices
Quality Control/Quality Assurance Plan Documentation
Kickoff Meeting Agenda and Meeting Design
Criteria Memo
Boring Logs
Draft Geotechnical Report
Final Geotechnical Report
30% Design Package with GP level estimate
Revegetation Concept Plan Sheet
65% Revegetation Plan Sheet
Final PS&E for Revegetation and Erosion Control
Items
Utility A, B, and C Letters
Utility Conflict Maps
Record of Investigations (two (2) maximum)

PHASE 2 – FINAL DESIGN

Final Drainage Report
Final Survey and Mapping
60% Plans
Contract Items list
90% Draft Plans (11x17 reproducible)
Engineer's Estimate
Draft Special Provisions
Final Plans
Half size stamped and signed mylar (one (1) set)
 AutoCAD files of final drawings on CD (unsigned)
 Final Specifications
Original hardcopy (signed)
Electronic copy in PDF format (signed)
 Electronic document in Microsoft Word on CD (unsigned)
Final Engineer's Estimate
RE Pending File

ANY ADDITIONAL OR OPTIONAL SERVICES NOT INCLUDED IN THIS SCOPE OF SERVICES SHALL NOT BE PROVIDED BY CONTRACTOR UNLESS PRIOR AUTHORIZATION BY COUNTY IS RECEIVED IN WRITING AND VIA AN AMENDMENT TO THIS AGREEMENT.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$403,297.17** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the hourly rates as included in the Fee Estimate

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

of this Exhibit A-1 and in accordance with the following terms.

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

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of services.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number **MYA 3000*5545**, Project name (*Las Lomas Drive Bicycle Lane and Pedestrian Project*) and associated Delivery Order (DO) number and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the Department of Public Works, Facilities, & Parks - Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

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

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

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

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.				
COST PROPOSAL - BASIC SERVICES				
PROJECT	<u>County of Monterey</u>			
	<u>Professional Engineering Services for</u>			
	<u>Las Lomas Drive Bicycle Lane and Pedestrian Project</u>			
DIRECT LABOR				
<u>Employee</u>	<u>Function</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
M.Imbriani	Principal in Charge	46 @	\$91.00	\$4,186
J.Conklin	Project Manager	165 @	\$81.25	\$13,406
M. Christensen	StructuresProject Engineer	44 @	\$72.22	\$3,178
C.P., R.Y.	StructuresSenior Engineer	130 @	\$57.78	\$7,511
A.Bedal	RoadwaySenior Engineer	349 @	\$57.78	\$20,164
K.Negoro	Engineer II	52 @	\$46.94	\$2,441
NH/DL/GA/MP	Engineer I	888 @	\$37.91	\$33,668
G.Imbsen	Eng. CADD Supervisor	57 @	\$54.16	\$3,087
A.Cardozza	Eng. CADD Technician	187 @	\$36.11	\$6,752
Var.	Admin	0 @	\$30.69	\$0
A. Napiatek	EV 21	144 @	\$62.50	\$9,000
C. Rein	EV 21	88 @	\$51.00	\$4,488
J. Frolke	EV21	0 @	\$63.19	\$0
J. Milbank	EV13	12 @	\$46.58	\$559
R. Annand	EV10	64 @	\$39.72	\$2,542
M. Stephens	EV4	48 @	\$34.30	\$1,647
	Escalation Factor			\$0
Total Direct Labor Costs		2,274		\$112,628.43
INDIRECT COSTS				
			<u>Rate</u>	<u>Total</u>
	Fringe Benefits Rate		49.666%	
	Overhead Rate		108.717%	
	COFC		0.00%	
Overhead			158.38%	\$178,384.29
Total Indirect Costs				\$178,384.29
OTHER DIRECT COSTS				
	<u>Quantity</u>	<u>Per Unit</u>	<u>Total</u>	
Airfare (round trips)	0	\$0.000	\$0	
Mileage	0	\$0.560	\$0	
Lodging	6	\$125.000	\$750	
Per Diem	18	\$46.000	\$828	
Car rental	6	\$41.500	\$249	
Optional Task Travel	1	\$0.000	\$0	
Mail	50	\$0.55	\$28	
Overnight mail	4	\$15.00	\$60	
Copies (8.5x11)	1000	\$0.12	\$120	
Copies (11x17)	1000	\$1.00	\$1,000	
Prints (22x34)	0	\$3.00	\$0	
Mylars (22x34)	0	\$12.00	\$0	
Envir. Permits	1	\$500.00	\$500	
Miscellaneous	4.0	\$100.00	\$400	
Total Other Costs				\$3,934.50
FEE (Profit)			10%	\$29,101.26
SUBCONTRACTOR COSTS (detailed cost estimate attached)				
			<u>Optional</u>	<u>Basic</u>
	1 BSK			\$ 29,322.01
	2 Design Lab 252			\$ 19,608.47
	3 Whitson			\$ 30,318.21
				\$79,248.69
TOTAL COST				\$403,297.17

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Escalation Calculation				
Employee	Actual Employee Rate	Hours on Project	% of Project	Weighted Portion of Rate
Principal in Charge	\$ 91.00	46	2.02%	\$1.84
Project Manager	\$ 81.25	165	7.26%	\$5.90
StructuresProject Engineer	\$ 72.22	44	1.93%	\$1.40
StructuresSenior Engineer	\$ 57.78	130	5.72%	\$3.30
RoadwaySenior Engineer	\$ 57.78	349	15.35%	\$8.87
Engineer II	\$ 46.94	52	2.29%	\$1.07
Engineer I	\$ 37.91	888	39.05%	\$14.81
Eng. CADD Supervisor	\$ 54.16	57	2.51%	\$1.36
Eng. CADD Technician	\$ 36.11	187	8.22%	\$2.97
Admin	\$ 30.69	0	0.00%	\$0.00
EV 21	\$ 62.50	144	6.33%	\$3.96
EV 21	\$ 51.00	88	3.87%	\$1.97
EV21	\$ 63.19	0	0.00%	\$0.00
EV13	\$ 46.58	12	0.53%	\$0.25
EV10	\$ 39.72	64	2.81%	\$1.12
EV4	\$ 34.30	48	2.11%	\$0.72
0	\$ -	0	0.00%	\$0.00
0	\$ 44.79	0	0.00%	\$0.00
0	\$ -	0	0.00%	\$0.00
0	\$ -	0	0.00%	\$0.00
0	\$ -	0	0.00%	\$0.00
		2,274	100.00%	\$49.53

TRC ave rate, January 2017

Year		Est hours spent per year	Est % spent per year	Unescalated Ave. Rate	Escalation	Escalated Ave. Rate	Total Unescalated Labor	Total Escalated Labor	Escalated Labor by Year
July 2017 to June 2018	Design		0.00%	\$49.53					
July 2018 to June 2019	Design		0.00%	\$49.53	3.0%	\$51.01	\$0	\$0	\$0
July 2019 to June 2020	Design		0.00%	\$49.53	3.0%	\$52.55	\$0	\$0	\$0
July 2020 to June 2021	Const		0.00%	\$49.53	3.0%	\$54.12	\$0	\$0	\$0
July 2021 to June 2022	Const		0.00%	\$49.53	3.0%	\$55.75	\$0	\$0	\$0
		0	0%				\$0	\$0	\$0

Difference between Unescalated Labor and Escalated Labor

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Mark A. Imbriani Title *: _____ \$ 1.00

Signature: *Mark Imbriani* Date of Certification (mm/dd/yyyy): 02/26/2021

Email: mimbriani@trccompanies.com Phone Number: 916-366-0632

Address: 10680 White Rock Road, Suite 100, Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Professional civil engineering services for the Las Lomas Drive Bicycle Lane and Pedestrian Project

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey				
Professional Engineering Services for				
Las Lomas Drive Bicycle Lane and Pedestrian Project				
Total Hours and Fee by Task				
Task Description	TRC			
	Hours	Labor Fee (unloaded)	Labor Fee (loaded)	
BASIC SERVICES				
Task 1.1	Project Management			
Task 1.1.1	Kick Off Meeting	6	\$507	\$1,460
Task 1.1.2	Project Baseline Schedule and Updates	8	\$650	\$1,872
Task 1.1.3	PDT Meetings	27	\$2,301	\$6,628
Task 1.1.4	Progress Reports and Invoices	20	\$1,625	\$4,680
Task 1.1.5	Project Coordination/Sub Consultant Coordination	44	\$2,835	\$8,165
Task 1.1.6	QA/QC - Quality Assurance and Quality Control	30	\$2,574	\$7,414
Task 1.2	Preliminary Research and Field Review Meeting			
Task 1.2.1	Preliminary Data Report and Research	12	\$534	\$1,539
Task 1.3	Surveying (Whitson Engineering)			
Task 1.3.1	Topographic Mapping			
Task 1.3.2	Right of Way Boundary Information			
Task 1.3.3	Utility Research and Location			
Task 1.4	Geotechnical Investigation (BSK)			
Task 1.4.1	Desktop Study/Project Setup			
Task 1.4.2	Field Exploration			
Task 1.4.3	Laboratory Testing			
Task 1.4.4	Soils Analysis/Evaluation			
Task 1.4.5	Draft Geotechnical Report			
Task 1.4.6	Final Geotechnical Report			
Task 1.5	Environmental Permitting Support			
Task 1.5.1	Environmental Management	18	\$1,125	\$3,240
Task 1.5.2	Existing Permit and MMRP Review	18	\$1,069	\$3,078
Task 1.5.3	Prepare Permit Packages	136	\$6,455	\$18,591
Task 1.5.4	Agency Coordination	160	\$8,628	\$24,852
Task 1.5.5	Jurisdictional Delineation (Optional Task -No Hours Assigned)			
		70	\$3,541	\$10,199
Task 1.6	Geometric Approval Drawings			
Task 1.6.1	Develop Design Criteria	20	\$917	\$2,642
Task 1.6.2	30%Design Package	178	\$7,821	\$22,528
Task 1.7	Revegetation PS&E (DL252)			
Task 1.8	Utility Coordination			
Task 1.8.1	Utility "A" Letter and Initial Coordination	18	\$1,087	\$3,131
Task 1.8.2	Prepare Utility Maps	38	\$1,600	\$4,608
Task 1.8.3	Utility "B" Letters and Coordination	34	\$2,058	\$5,928
Task 1.8.4	Prepare Utility Conflict Maps	38	\$1,600	\$4,608
Task 1.8.5	Utility Report of Investigation	17	\$1,006	\$2,897
Task 1.8.6	Notice to Owners	17	\$1,006	\$2,897
Phase 2	Final Design			
Task 2.1	Final Drainage Report			
Task 2.1.1	Drainage Report	76	\$3,445	\$9,922
Task 2.2	Draft (60%) Plans and Estimate Design Package			
Task 2.2.1	Prepare Draft Plans (60%)	268	\$11,306	\$32,565
Task 2.2.2	Contract Items List and 60% Engineer's Estimate	56	\$2,571	\$7,405
Task 2.2.3	Prepare 60% Submittal to the County	33	\$1,547	\$4,457
Task 2.3	90% Design PS&E			
Task 2.3.1	Prepare 90% Plans	178	\$7,634	\$21,987
Task 2.3.2	Independent Design Check for Retaining Walls	56	\$2,268	\$6,532
Task 2.3.3	Quantities and Engineer's Estimate	125	\$5,245	\$15,107
Task 2.3.4	Special Provisions	91	\$5,546	\$15,976
Task 2.3.5	Prepare 90% Submittal to the County	45	\$1,995	\$5,746
Task 2.4	Final 100% Design PS&E			
Task 2.4.1	Prepare Final Design PS&E	50	\$2,141	\$6,168
Task 2.4.2	Prepare Final Special Provisions	38	\$2,412	\$6,948
Task 2.4.3	Prepare Final Engineer's Estimate	47	\$2,031	\$5,850
Task 2.4.4	RE Pending File	20	\$816	\$2,351
Task 2.4.5	Prepare Final 100% Submittal to the County	28	\$1,233	\$3,552
Task 2.5	Bidding Assistance			
	Attend Pre-Bid Meeting and Bid Opening	14	\$1,085	\$3,124
	Respond to B's	50	\$2,484	\$7,156
Task 2.6	Design Support During Construction			
	Attend Pre-Construction Meeting, Site Visit Meetings and Final Walk Through	24	\$1,729	\$4,980
	Respond to RF's and CO's	104	\$5,151	\$14,838
	Review Submittals	62	\$3,051	\$8,789
Totals		2274	\$112,628	\$324,409
Other Direct Costs			\$3,934.50	

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS

FEE ESTIMATE WORKSHEET

County of Monterey

**Professional Engineering Services for
Las Lomas Drive Bicycle Lane and Pedestr**

Travel

From	Rancho Cordova							
To	Monterey							
# of people	3							
# of days	2		# of nights	2				
# of trips	5							
		Rate		#		#		
Airfare (round trips)			x		trips	x		= \$0.00
Mileage		\$0.560	x	0	miles	x	0	= \$0.00
Lodging		\$125.00	x	2	nights	x	3	= \$750.00
Per Diem		\$46.00	x	6	days	x	3	= \$828.00
Car rental		\$41.50	x	6	days	x	1	= \$249.00
Optional Task Travel		\$0.00	x	1	units	x	1	= \$0.00
Total Travel								\$1,827.00

ODC's

		Rate		#				
Mail		\$0.55	x	50	pieces			= \$27.50
Overnight mail		\$15.00	x	4	pieces			= \$60.00
Copies (8.5x11)		\$0.12	x	1000	copies			= \$120.00
Copies (11x17)		\$1.00	x	1000	prints			= \$1,000.00
Prints (22x34)		\$3.00	x	0	prints			= \$0.00
Mylars (22x34)		\$12.00	x	0	prints			= \$0.00
Envir. Permits		\$500.00	x	1				= \$500.00
Miscellaneous		\$100.00	x	4	units			= \$400.00
Total ODC's								\$2,107.50

Total Travel and ODC's \$3,934.50

Exhibit 10-H1 Cost Proposal Page 1 of 3
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Whitson and Associates, Inc.

Project No. 3981.02 Contract No. _____ Date 3/17/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	1	\$ 134.00	\$ 134.00
Land Surveyor	Chuck Pugh	25	\$ 57.00	\$ 1,425.00
Associate Surveyor	Jeff Sjoblom	54	\$ 46.50	\$ 2,511.00
Field Survey 2 Person	Chief of Party + Rodman DIR rates	52	\$ 152.19	\$ 7,913.88
				\$ -

LABOR COSTS

(a) Subtotal Direct Labor Costs	\$ 11,983.88	
(b) Anticipated Salary Increases (see page 2 for calculation)	\$ 1,068.79	
(c) Total Direct Labor Costs [(a) + (b)]		\$ 13,052.67

INDIRECT COSTS

(d) Fringe Benefits Rate	<u>26.77%</u>	(e) Fringe Benefits [(c) x (d)]	\$ 3,494.20
(f) Overhead & G&A Rate	<u>84.39%</u>	(g) Overhead [(c) x (f)]	\$ 11,015.15
(h) General & Admin Rate	<u>0.00%</u>	(i) Gen & Admin [(c) x (h)]	\$ -
(j) Total Indirect Costs [(e) + (g) + (i)]			\$ 14,509.34

FIXED FEE

(k) Total Fixed Fee [(c) + (j)] x fixed fee 10% **\$ 2,756.20**

CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

(l) Total Other Direct Costs **\$ -**

SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____

(m) Total Subconsultants' Costs **\$ -**

n) Total Other Direct Costs including Subconsultants [(l) + (m)] **\$ -**

TOTAL COST [(c) + (j) + (k) + (n)] \$ 30,318.21

- NOTES:
- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 - The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
 - Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1 Cost Proposal Page 2 of 3
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per	Total Hours per Cost		Avg Hourly	
Cost Proposal	Proposal		Rate	
\$11,983.88	132	=	\$97.42	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$97.42	+	3.0%	=	\$100.35 Year 2 Avg Hourly Rate
Year 2	\$100.35	+	3.0%	=	\$103.36 Year 3 Avg Hourly Rate
Year 3	\$103.36	+	3.0%	=	\$106.46 Year 4 Avg Hourly Rate
Year 4	\$106.46	+	3.0%	=	\$109.65 Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per		Total Hours
	Each Year		Cost Proposal		Per Year
Year 1	50.0%	*	132	=	66 Estimated Hours Year 1
Year 2	50.0%	*	132	=	66 Estimated Hours Year 2
Year 3		*	132	=	0 Estimated Hours Year 3
Year 4		*	132	=	0 Estimated Hours Year 4
Year 5		*	132	=	0 Estimated Hours Year 5
Total	100.0%		Total	=	132

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

	Avg Hourly Rate (calculated		Estimated Hours (calculated		Cost per Year
	above)		above)		
Year 1	\$97.42	*	66	=	\$6,429.89 Estimated Hours Year 1
Year 2	\$100.35	*	66	=	\$6,622.78 Estimated Hours Year 2
Year 3	\$103.36	*	0	=	\$0.00 Estimated Hours Year 3
Year 4	\$106.46	*	0	=	\$0.00 Estimated Hours Year 4
Year 5	\$109.65	*	0	=	\$0.00 Estimated Hours Year 5

Total Direct Labor Cost with Escalation = \$13,052.67

Direct Labor Subtotal before Escalation = \$11,983.88

Estimated Total of Direct Labor Salary Increase = \$1,068.79

NOTES:

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

Exhibit 10-H1 Cost Proposal Page 3 of 3
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Certification of Direct Costs:

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

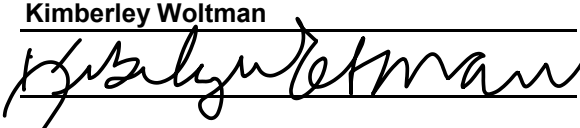
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. **Title 23 United States Code Section 112** - Letting of Contracts
4. **48 Code of Federal Regulations Part 31** - Contract Cost Principles and Procedures
5. **23 Code of Federal Regulations Part 172** - Procurement,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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title:* CFO

Signature:  Certification Date: 3/17/2020

Email: kwoltman@whitsonengineers.com Phone: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

*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:

Land Surveying, please see attached scope detail
--

Certification of Direct Costs:

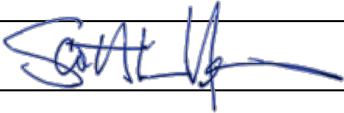
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Scott Mears Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 02-24-2021

Email: scott@designlab252.com Phone Number: 559.472.9966

Address: PO Box 27616 Fresno, CA 93720

*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:

Landscape Architecture and related services.

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

 Prime Consultant SubconsultantConsultant BSK Associates

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	On Man Lau	3.00	70.00	\$210.00
Project Engineer	Neva Popenoe	16.00	55.00	\$880.00
Senior Engineer	Carrie Foulk	5.00	70.00	\$350.00
Engineer II	TBD	42.00	35.00	\$1,470.00
Engineer I	TBD	20.00	30.00	\$600.00
Project Coordinator	Tiffani Gonzalez	12.00	25.00	\$300.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$3,810.00
b) Anticipated Salary Increases (see page 2 for sample)	\$115.84
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$3,925.84

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>45.97%</u>)	e) Total Fringe Benef [(c) x (d)]	\$1,804.71
f) Overhead (Rate: <u>155.77%</u>)	g) Overhead [(c) x (f)]	\$6,115.28
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$7,919.99
k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee %		\$1,184.58

FIXED FEEk) (Rate: 10.00%)**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZED (Add additional pages if necessary)**

Description of Item	Unit(s)	Unit Cost	Total
Travel/Mileage Costs (supported by consultant actual costs)	510	\$0.56	\$285.60
Equipment Rental and Supplies (itemize)	0	\$3.00	\$0.00
Permit Fees (Monterey County Health)	1	\$1,326.00	\$1,326.00
Laboratory testing (Mod. Proctor, Sieve Analysis, Density/moisture content, Atterberg Limit, Direct Shear, R-Value, Expansion Index, Corrosion Potential)	1	\$3,730.00	\$3,730.00
l) Total Other Direct Costs			\$5,341.60

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Baja Exploration (Drilling + Backfill materials)	\$5,650.00
Subconsultant 2:	Associated Traffic and Safety (DBE)	\$4,200.00
Subconsultant 3:	GPRS (GPR Utility Clearance)	\$1,100.00
) TOTAL SUBCONSULTANTS' COSTS \$		\$10,950.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$16,291.60**TOTAL COST [(c) + (j) + (k) + (n)]** \$29,322.01

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$3,810.00	98.00	=	\$38.88	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$38.88	+	2%	=	\$39.66	Year 2 Avg Hourly Rate
Year 2	\$39.66	+	2%	=	\$40.45	Year 3 Avg Hourly Rate
Year 3	\$40.45	+	2%	=	\$41.26	Year 4 Avg Hourly Rate
Year 4	\$41.26	+	2%	=	\$42.08	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	10.00%	*	98.0	=	9.8	Estimated Hours Year 1
Year 2	60.00%	*	98.0	=	58.8	Estimated Hours Year 2
Year 3	10.00%	*	98.0	=	9.8	Estimated Hours Year 3
Year 4	10.00%	*	98.0	=	9.8	Estimated Hours Year 4
Year 5	10.00%	*	98.0	=	9.8	Estimated Hours Year 5
Total	100%		Total	=	98.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$38.88	*	10	=	\$381.00	Estimated Hours Year 1
Year 2	\$39.66	*	59	=	\$2,331.72	Estimated Hours Year 2
Year 3	\$40.45	*	10	=	\$396.39	Estimated Hours Year 3
Year 4	\$41.26	*	10	=	\$404.32	Estimated Hours Year 4

Local Assistance Procedures Manual**Exhibit 10-H1****Cost Proposal**

Year 5	\$42.08	*	10	=	\$412.41	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$3,925.84	
	Direct Labor Subtotal before Escalation			=	\$3,810.00	
	Estimated total of Direct Labor Salary Increase			=	\$115.84	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and the breakdown of the labor to be performed each year.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3**Certification of Direct Costs:**

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: On Man Lau, PE, GE Title*: VP, S. Valley Regional Manager

Signature:  Date of Certification: 8/6/2020

Email: olau@bskassociates.com Phone Number: 559-497-2880

Address: 550 W. Locust Ave., Fresno, CA 93650

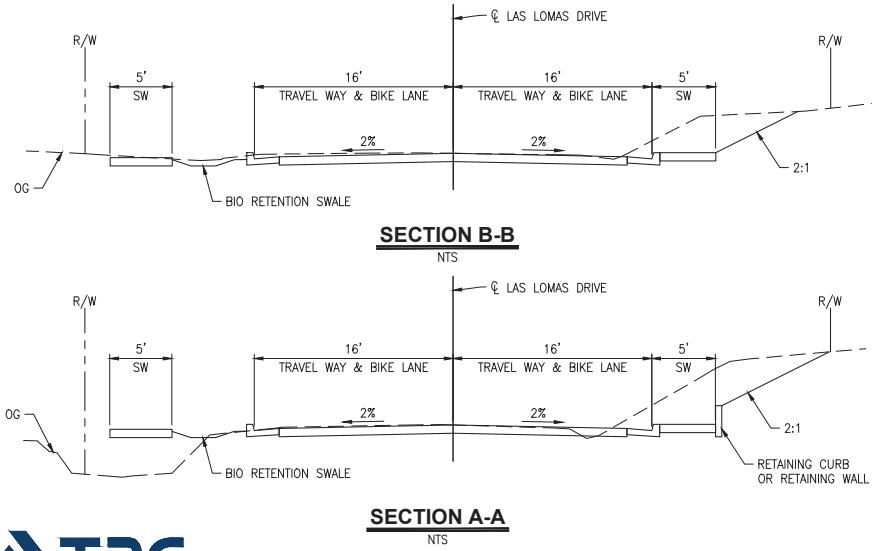
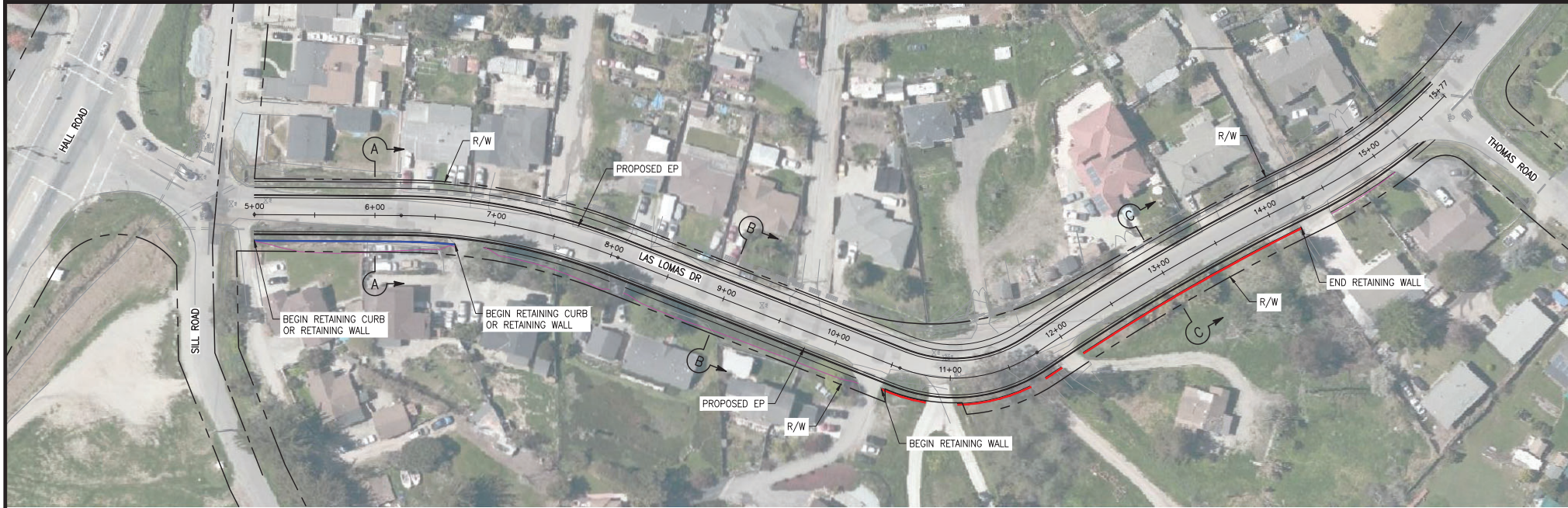
* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial

information utilized to establish the cost proposal for the contract.

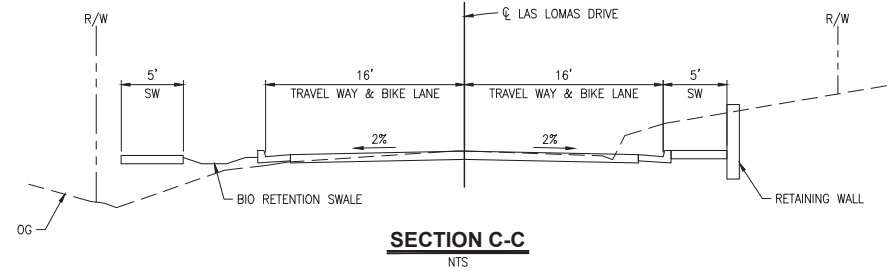
List services the consultant is providing under the proposed contract.

Geotechnical Engineering Services

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



PLAN
1"=40'



- LEGEND:**
- EXISTING RIGHT OF WAY
 - DAYLIGHT
 - RETAINING CURB OR RETAINING WALL
 - RETAINING WALL

Attachment 1

**LAS LOMAS DRIVE
BICYCLE LANE AND
PEDESTRIAN PROJECT**

BRIDGE NO.

Drawing name: H:\Proposals\2020-07 Las Lomas Trail\Las Lomas Trail C-30\dwg Layout_Traffic Layout1 Sep 04 2020 4:33pm Hernandez

ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2021 forms a part of

policy No. CA4773667 (AOS) issued to TRC Companies, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

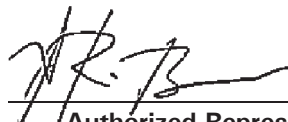
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

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: TRC Engineers, Inc.; TRC Solutions, Inc.
Endorsement Effective Date: 04/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s): AS REQUIRED PER WRITTEN CONTRACT
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2021 forms a part of Policy No. WC 022-29-8275

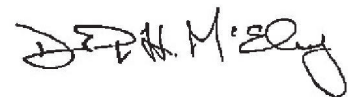
Issued to TRC COMPANIES, LLC

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative