

Attachment A

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)*

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

GHD Inc.

(hereinafter “CONTRACTOR”).

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

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

Provide professional design engineering services for the Carmel Valley Road and Laureles Grade Roundabout

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 460,174.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from February 25, 2020 to February 25, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Revision to Section 8, Indemnification, of Agreement

Exhibit C Incorporation of Request for Proposals (RFP) #10679, Addendum No. 1 to RFP #10679 and Proposal Documents, on file with the Resource Management Agency - Public Works, Parks and Facilities

5. **PERFORMANCE STANDARDS.**

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

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

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

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

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

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

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

Refer to Exhibit B for substitute language to replace strikethrough language above.

_____/_____
(Contractors' Initials)

_____/_____
(Date)

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.~~

Refer to Exhibit B for substitute language to replace strikethrough language above.

_____/_____
(Contractors' Initials)

_____/_____
(Date)

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.~~

Refer to Exhibit B for substitute language to replace strikethrough language above.

_____/_____
(Contractors' Initials)

_____/_____
(Date)

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

This verification of coverage shall be sent to the County's, Contracts/Purchasing 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. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst III	Jay Walter, P.E., T.E., Project Manager
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	GHD Inc. 669 Pacific Street, Suite A San Luis Obispo, California 93401
Address	Address
(831) 755-8966	(805) 242-0461
Phone	Phone

15. **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 professional 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 space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

GHD Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

Name and Title
Date: _____

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

Name and Title
Date: _____

County Board of Supervisors' Agreement Number: _____.

*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 for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

A. SCOPE OF SERVICES

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

The Carmel Valley Road/Laureles Grade Roundabout (Project) is identified as "Project G" in the *Carmel Valley Road Corridor Study* prepared by Kimley-Horn and Associates, Inc. (KHA), finalized in August 2018. The Project is also identified in the Transportation Authority of Monterey County's (TAMC's) *Regional Roundabout Study*.

The design services scope of work for the Project includes all professional services and associated design engineering services necessary to prepare the documents for the Project.

For more information about the Project, please refer to the previously-referenced studies:

- *Carmel Valley Road Corridor Study (2018) at:*
<http://www.co.monterey.ca.us/home/showdocument?id=70030>
- *TAMC Regional Roundabout Study (2016) at:*
<https://www.tamcmonterey.org/programs/roundabout-projects/regional-roundabout-study/>

Following County's Notice to Proceed (NTP), CONTRACTOR shall attend a Project initiation meeting to review the proposed Project scope, schedule, and other items to establish a communication link with County. CONTRACTOR shall attend Project meetings, design meetings, Public hearings, regulatory agency meetings or teleconference meetings throughout the course of the Project and as requested by County. CONTRACTOR shall track each phase and prepare separate monthly progress reports and monthly Project invoices. CONTRACTOR shall coordinate closely with County to ensure critical issues are quickly resolved during the Project.

The CONTRACTOR's Scope of Services for the Project is as follows:

- PHASE 0: Project Management**
- PHASE 1: Preliminary Engineering and Reports**
- PHASE 2: Final Design**

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

CONTRACTOR's Project Management shall include the supervision and scheduling of CONTRACTOR's Project staff, review of work prepared by CONTRACTOR staff and sub-consultants, Project coordination, County liaison and monitoring of the Project schedule and budget. Also, included in this task is the preparation of Project reports and attendance at meetings

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

with County staff to receive input and discuss and review the Project during its critical design periods.

CONTRACTOR shall plan to attend/present at up to ten (10) Public meetings.

0.2 PROJECT INITIATION

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

0.3 COORDINATION MEETINGS

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

0.4 DESIGN REVIEW MEETINGS

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

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

CONTRACTOR shall support County staff in the preparation of Project documentation as required by the California Department of Transportation (Caltrans) Local Assistance Engineer for compliance with the Federal funding requirements. This task includes preparation of exhibits and forms outlined in the Local Assistance Procedures Manual (LAPM) for each Project phase.

PHASE 1: PRELIMINARY ENGINEERING AND REPORTS

1.1 DATA COLLECTION

County shall research records and provide CONTRACTOR with copies of pertinent documents, including any available record plans, street plans, utility plans or proposed improvements for review and incorporation into the Project documents. County shall also provide available traffic data for the roads located in the Project area.

1.2 GEOTECHNICAL INVESTIGATION

CONTRACTOR shall prepare a Geotechnical Investigation Report as required. The geotechnical tasks for the Project may be extensive, with the potential for earthwork and retaining walls (see the *Carmel Valley Corridor Study* - link provided on Page 1 of this Exhibit A).

The Geotechnical Investigation Report shall provide recommendations including but not limited to the following:

- Foundation information including size, capacity and elevations
- Earthquake design criteria, including foundation stiffness coefficients for modeling the bridge

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

response to seismic forces

- Lateral earth pressures on abutment and wing walls
- Settlement considerations
- Earthwork
- Geogrid reinforcement requirements for embankments
- "R" values for design of street structural section (if required)
- Construction considerations such as de-watering and temporary slope inclination
- Liquefaction potential
- Soil corrosivity

Foundation Report scope shall include the following:

- Consult with structural engineers and hydrological engineers regarding geogrid reinforcement for embankments
- Discuss seismic considerations, evaluate the liquefaction potential and comment on the Project site soil conditions. Information related to Caltrans Seismic design criteria (SDC v 1.4) such as depth to rock like material, etc. shall be provided.
- Prepare Final Foundation Report: Prepare detailed report including design recommendations for foundation types and footing elevations, lateral design capacities, pile foundation recommendations
- Using the County's General Plan as a base map, CONTRACTOR shall provide a log of test boring sheets
- Design Review Consultation through final design of the Project

PRODUCT: Final Foundation Report
Log of Test Boring Plan Sheets

1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY

CONTRACTOR shall prepare an updated field survey and topographic base map. Topographic base map shall be provided in AutoCAD format for use in the Project drawings. Base mapping shall include but not be limited to the Project site, adjacent approach roadways and the entire length of County identified temporary low water crossing site and approaches. Information contained shall include planimetrics; indicating all surface visible physical features, one-foot (1') grade contours, edge of pavement, striped lane lines, trees, shrubs, fence lines, barriers, guard railing, manholes, pipe inverts, outfalls, top-of-bank, bottom-of-bank, waterline, creek center line, creek flow line, wing walls, pier walls, bridge abutments, upstream and downstream creek cross sections, roadway sections, all utility facilities and manmade features. The completed Base Map Topography shall be a 3D AutoCAD surface. All features shall be labeled and separated by layer for ease of use.

PRODUCT: Updated Field Survey and Topographic Map

1.4 UTILITY MAP AND INVESTIGATION

CONTRACTOR shall prepare and provide County with an updated utility location map in AutoCAD electronic format. All known utility features shall be labeled and separated by layer for ease of use. Utility facilities that require removal, relocation, adjustment or installation shall be

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

identified within the Project limits by CONTRACTOR based upon this information. It will be the responsibility of each utility owner to provide the design of their facilities.

CONTRACTOR shall support County to coordinate utility facility owners with respect to relocations, removals, installations or adjustments. If roadway or bridge improvements have impacts to utility facilities, County shall be responsible for facility owner design and construction fees. CONTRACTOR shall provide any pothole surveying and excavations necessary to produce the design of the Project.

PRODUCT: Utility Map

1.5 PRELIMINARY RIGHT-OF-WAY (ROW)

CONTRACTOR shall prepare an AutoCAD electronic format drawing illustrating existing Public ROW record, parcel lines, easements, and street centerlines for use in developing the Project drawings. The intent is to identify accurate requirements for property acquisition, dedication and/or utility easements and any temporary construction easements. CONTRACTOR shall provide services for the preliminary ROW acquisition. These services shall include property line research, surveys and monumentation, and preparation of a proposed ROW drawing to indicate required ROW areas for comparison to the existing ROW information.

PRODUCT: ROW Acquisition/Construction Easement
Plan ROW Survey Documentation mapping

1.6 HYDRAULICS REPORT

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

The hydraulics report update shall include the following tasks:

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

The hydrology and hydraulics task shall also include coordination with County and the MCWRA. The coordination shall include review and analysis of Project impacts to floodways and floodplain in the context of Monterey County Code and associated ordinances.

PRODUCT: Location Hydraulic Study

1.7 GEOLOGIC HAZARDS REPORT

CONTRACTOR shall prepare a Geologic Hazards Report that analyzes the Project's potential to expose the Public or structures to earthquake fault rupture, strong seismic ground shaking, seismic related ground failure, and landslides. The analysis shall also examine the Project's potential to cause erosion, and whether the Project is located on geologically unstable soils. Design measures may be required to assure mitigation of soil or geologic hazards.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.8 HYDROLOGY AND WATER QUALITY IMPACT

Construction activities may lead to water quality impacts. CONTRACTOR shall provide a memorandum describing the process to minimize potential water quality impacts, including engineering controls and Best Management Practices (BMP) that will be implemented in a Storm Water Pollution Prevention Plan. Any impacts identified in the Floodplains Studies shall be included.

1.9 NOISE IMPACTS

Construction activities shall include pile driving for abutments. CONTRACTOR shall provide a memorandum describing how potential noise and vibration impacts to sensitive receptors will be minimized.

1.10 MEETING/HEARING ATTENDANCE

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

1.11 35% SUBMITTAL - PRELIMINARY DESIGN AND TYPE SELECTION

Upon completion of data gathering, investigation and analysis, an updated Preliminary Design Report and Type Selection shall be prepared by CONTRACTOR. The Preliminary Design Report shall summarize the findings and shall recommend the design and improvements for the Project. Preliminary plans of all major features of the Project shall be provided so that County will have a clear understanding of the proposed improvements.

CONTRACTOR shall provide a preliminary cost estimate of the proposed improvements for the proposed Project. The Preliminary Design Report shall state the property acquisition requirements for the Project. A Type Selection meeting shall be arranged, if necessary.

35% Preliminary Plans: The Preliminary Design Phase is intended to allow County, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development shall be based upon the geometry developed in the Geometric Alignment Drawing Submittal.

CONTRACTOR will develop Preliminary Plans to establish fundamental elements of the design for the Project. The proposed plans for this preliminary submittal are as follows:

- Title/Index Sheet
- Typical Roadway Cross Sections
- Preliminary Roadway Alignment
- Plans and Profiles
- Preliminary Utility Plans
- Striping and Signing Plans
- Retaining Wall General Plan (Type Selection) (if necessary)
- Foundation Plan (if necessary)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

35% Preliminary Construction Cost Estimate: A Preliminary Construction Cost Estimate shall be prepared based on items and quantities of work shown on the Preliminary Plans and other anticipated improvements. The opinion shall be based upon current market unit costs, the magnitude of the quantities, experience with similar local projects and the CONTRACTOR's Engineer's judgment.

PRODUCT: Plan Set Drawings (11"x17" plots)
35% Level Construction Cost Estimate
Preliminary Reports and Studies (as noted above)

PHASE 2: FINAL DESIGN

Based on the approved Preliminary Design Report, Construction Documents shall be prepared by CONTRACTOR. The Construction Documents package shall include specifications and construction plans and shall conform to County's and Caltrans' Standards and Federal requirements. Final design calculations and a final construction cost estimate shall also be prepared and submitted for County Staff review.

CONTRACTOR shall coordinate and incorporate any utility agency's future needs, if any, in the Project as directed by County. CONTRACTOR shall design all channel transitions or alterations that maybe required and shall design all street transitions to the roundabout or natural drainage courses.

Design Criteria:

Caltrans Design Manuals

Utility Relocation:

County shall provide communication and coordination with the utility companies during the preliminary and final design process. CONTRACTOR shall coordinate the relocation and protection of the existing utilities for the Project based on the information obtained from County and various affected utilities. CONTRACTOR shall also provide adequate openings for the utilities in the Project. It will be the responsibility of each utility owner to provide a design of their facility.

Demolition, water pollution control measures, traffic detours, traffic handling plans, and Project signing shall be developed by CONTRACTOR, as well as roadway embankment protection (rock slope protection) details.

Plan Sheets and Details:

The Plan Sheets shall be prepared in AutoCAD. Plans will be prepared in English units and shall be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible Civil Engineer or Structural Engineer (registered in the State of California) in charge of the design, in accordance with the Caltrans Local Programs Manual.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

The proposed Plan Sheets for the Construction Documents shall include the following:

- Title Sheet, Legend and Notes
- Clearing and Fencing Plan
- Typical Cross Sections
- Roadway Improvement Plans
- Profile and Superelevation Diagram
- Utility and Drainage
- Plans and Profiles
- Construction Details
- Traffic Handling and Construction Area Signs
- Signing and Striping Plans
- Retaining Wall General Plan (if necessary)
- Foundation Plan (if necessary)
- Abutment Layout (if necessary)
- Abutment Details (if necessary)
- Typical Section (if necessary)
- Precast Concrete Slab Details (if necessary)
- Log of Test Borings

CONTRACTOR shall provide three (3) submittals during the preparation of the Construction Documents, as follows:

- 65% submittal
- 95% submittal
- 100% submittal

Each submittal shall incorporate the review comments from the previous County's submittal as well as those of all other reviewing agencies.

2.1 UNCHECKED DESIGN SUBMITTAL [65% PLANS, SPECIFICATIONS & ENGINEERING ESTIMATE (PS&E)]

65% Complete Plans

Based on comments received from the Preliminary Design Submittal, CONTRACTOR shall advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. CONTRACTOR shall work with County and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with County, no further changes shall be allowed thereafter and such comments or changes shall be deferred until the next submittal or next appropriate meeting.

65% Complete Specifications

CONTRACTOR shall prepare a draft of the technical specifications sections to be included in the final Project specifications. The technical specifications shall reference County and Caltrans standard specifications sections for the various items of work, with specific consideration of measurement and payment provisions. COUNTY shall be responsible for the completion of "boilerplate" general and standard provisions related to the Construction Contractor's contract.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

65% Construction Cost Estimate

The Preliminary Estimate of Construction Cost shall be updated by CONTRACTOR to reflect the design refinements indicated in the 65% Design Submittal.

Memorandum: Response to Comments

CONTRACTOR shall prepare and submit a memo with "response to comments" received from the Preliminary Design Submittal.

65% Deliverables:

This task will consist of the following deliverables:

- Six (6) - Plan Set Drawings (11" x 17" plots)
- Six (6) - 65% Level Opinion of Probable Construction Cost (8 1/2" x 11")
- Six (6) - Unchecked Specifications (8 1/2" x 11")
- Six (6) - Response to 35% Comments Memo

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

95% Complete Design Plans

CONTRACTOR shall prepare Checked Plans and submit to County, the utility companies, and other agencies for final review and comment. Agencies shall thoroughly review the details of the Project. CONTRACTOR's Design team shall work with County and other agencies to resolve any conflicts between the comments of different reviewers.

95% Complete Specifications

CONTRACTOR shall update the technical specifications using County and Caltrans Standard Specifications. County shall incorporate them into "boilerplate" legal and contractual provisions of the Construction Contractor's contract Bid Documents.

95% Level Construction Cost Estimate

The Estimate of Construction Cost shall be updated for use in the Bid Documents using standard County and/or Caltrans item codes from Caltrans' Cost Index.

Quality Assurance Review

An internal Quality Assurance Review of the PS&E shall be conducted concurrently with review of the 65% Design Submittal by County and other agencies. CONTRACTOR's quality assurance program shall provide for independent checking of individual tasks as well as an independent review by CONTRACTOR's experienced Senior staff. The purpose of the review shall be to provide oversight to specific Project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

Memorandum: Response to Comments

CONTRACTOR shall prepare and submit a memo with "response to comments" received from the 65% Design Submittal.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

95% Deliverables:

This task will consist of the following deliverables:

- Six (6) - Plan Set Drawings (11" x 17" plots)
- Six (6) - 95% Level Opinion of Probable Construction Costs (8 1/2" x 11")
- Six (6) - Specifications (8 1/2" x 11")
- Six (6) - Response to 65% Comments Memo

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

100% Final Plans

After County review of the Checked Design Submittal (95%), CONTRACTOR shall prepare the Final Contract Documents in accordance with County's instructions, and provide County and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

Memorandum: Response to Comments

CONTRACTOR shall prepare and submit a memo with "response to comments" received from the 95% Design Submittal.

Bid Documents

After County review of the 100% Final Submittal, any minor final revisions shall be incorporated and six (6) sets of Completed Contract Documents shall be prepared in accordance with County's instructions. Final Bid Documents shall be submitted for signature.

100% Deliverables:

This task shall consist of the following deliverables:

- One (1) set of Plans at reduced scale (11" x 17") signed and dated
- One (1) full size set of plans (24" x 36") printed on mylar or vellum paper signed and dated
- Three (3) full size copies of the Complete Bid Set Drawings
- A loose set of final signed specifications
- A final Engineers Estimate of the Construction Contract
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files.

2.4 ROW ACQUISITION SERVICES (If Required)

CONTRACTOR shall obtain and review title reports for the required acquisitions/easements for the Project requiring additional easements. Based on the review of the title reports, CONTRACTOR shall perform additional surveys to determine existing property lines, as needed. This information shall be shown on the Record of Survey map. CONTRACTOR shall prepare a Record of Survey map to show the new ROWs and areas of existing ROWs. CONTRACTOR shall set ROW monuments.

County or its agent will contact the property owners for the purpose of acquiring property rights to accommodate construction.

PRODUCT: Record of Survey Maps
Monumentation in Field

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.5 LEGAL DESCRIPTIONS AND EXHIBITS

CONTRACTOR shall prepare legal descriptions and exhibits for up to six (6) ROW acquisitions/construction easements for County to use in acquisition negotiations for each location. CONTRACTOR shall obtain the required title reports for the acquisitions/easements under consideration.

PRODUCT: Legal Descriptions and Exhibits

2.6 BIDDING PERIOD SERVICES

During the bidding period, CONTRACTOR shall prepare responses to any questions regarding the construction contract documents.

PHASE 2: FINAL DESIGN SCHEDULE

The duration of the Phase 2 Final Design tasks will vary for the Project, but generally the duration of CONTRACTOR's tasks and County reviews are estimated as follows:

35% PSE Submittal – Preliminary Design and Type Selection:	2-3 Months
County Review of 35% Submittal:	2-3 Weeks
65% PS&E Submittal - Unchecked Design:	5-6 Months
County Review of 65% Submittal:	4 Weeks
95% PS&E Submittal - Checked Design:	3-5 Months
County Review of 95% Submittal:	4 Weeks
100% PS&E Submittal - Final Design:	1-2 Months

All written reports/products required under this Agreement must be delivered as indicated in accordance with the Project Schedule to the following individual:

Raul Martinez, Assistant Engineer
County of Monterey
Resource Management Agency – Public Works, Parks and Facilities
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: martinezrr@co.monterey.ca.us

WORK NOT INCLUDED

This scope does not include the following tasks:

- Slope protection plans except as required to protect existing foundations
- Landscaping and street lighting design
- Feasibility or planning studies for future channel flood control improvement
- Design of temporary or permanent channel mitigation measures
- Handling and disposal of hazardous materials
- Construction contract administration

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY COUNTY

- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

WORK PERFORMED BY COUNTY

County shall perform tasks as identified in this scope and the following:

- Review and Comment on Design Submittals
- Project Approval
- Preparation and execution of utility agreements
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract
- Advertising and bidding administration
- Process right of entry requests for surveying and subsurface exploration

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$460,174 for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A. CONTRACTOR's compensation for services rendered shall be based on the attached Project Fee Sheet.

There shall be no travel reimbursement allowed during this Agreement.

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 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project Name and associated Delivery Order 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
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT A - PROJECT FEE SHEET

Project Name: Carmel Valley Road Laureles Grade Roundabout

Client: County of Monterey

Prepared by: J. Walker

Date: January 10, 2020

Reviewed by: J. Weiland

Job Number: 11203642

Phase / Item	GHD LABOR HOURS										SUBCONSULTANT LABOR HOUR				PROJECT FEES				TOTAL FEE				
	Voulas Principle QA/QC	Walter Project Manage	Royle Lead Design	Wong Engineer r E2	Wong Engineer r E1	Kohner Project Engineer	Hulhard Engineer r D1	Dank Engineer r B1	Hoffma Engineer r B1	Molintas Apprentice	GHD HOURS	Correia	Whitson	Rincon	TOTAL HOURS	OTHER DIRECT COSTS	Structure Construction	Geotech		Survey	Envir	GHD	
Phase 0 - Project Management																							
0.1 Project Management	4	86				6						106			0	\$648					\$1,582	\$26,488	\$28,030
0.2 Project Initiation		8										8			0	\$48						\$2,006	\$2,006
0.3 Coordination Meetings (10)		64										64			0	\$384						\$16,064	\$16,064
0.4 Design Review Meetings (3)		12				24						36			0	\$216						\$6,876	\$6,876
0.5 California Local Assistance Coordination		8										8			0	\$48						\$2,008	\$2,008
SUBTOTAL PHASE 0	4	166	0	0	0	32	0	0	0	0	0	224	0	0	232	\$1,344	\$0	\$0	\$0	\$1,562	\$53,424	\$54,986	
Phase 1 - Preliminary Engineering and Reports																							
1.1 Data Collection	4											4			0	\$72						\$1,748	\$1,748
1.2 Geotechnical Investigation	8											8			152	\$48	\$30,368				\$2,008	\$41,372	
1.3 Field Surveys and Base Map Topography						2						10			68	\$60			\$22,638		\$1,410	\$24,546	
1.4 Utility Map Investigation						2						10			28	\$60			\$21,511		\$1,410	\$22,921	
1.5 Preliminary Right of Way						2						10			32	\$60			\$7,821		\$1,410	\$9,231	
1.6 Hydraulics Report						28						130			0	\$780					\$23,520	\$23,520	
1.7 Geologic Hazards Report						2						10			0	\$60					\$1,410	\$1,410	
1.8 Hydrology and Water Quality Impacts						6						42			0	\$252					\$7,752	\$7,752	
1.9 Noise Impacts												3			16	\$18					\$2,530	\$2,530	
1.10 Meetings-Hearings (see Phase 0.0.3 Coord. Mngt)						56						400			189	\$2,400	\$15,835	\$8,788		\$58,000	\$83,603		
1.11 30% Submittal: Preliminary Design and Type Selection						64						635			120	\$3,810	\$15,835	\$49,137		\$62,270	\$98,421	\$719,183	
Phase 2 - Final Design																							
2.1 Unchecked Design Submittal (65% PS&E)	6	16				40						342			223	\$2,052	\$26,787			\$44,882	\$73,679		
2.2 Checked Design Submittal (95% PS&E)	6	8				32						254			89	\$1,524	\$12,563			\$32,654	\$45,217		
2.3 Final Design Submittal (100% PS&E)	4	4				16						120			19	\$720	\$2,463			\$15,576	\$18,039		
2.4 Right of Way Acquisition Services (if Required)	20					16						82			62	\$552				\$18,810	\$14,180	\$32,990	
2.5 Legal Descriptions and Exhibits	4											4			22	\$24				\$4,585	\$1,004	\$5,589	
2.6 Bidding Period Services	8					16						68			11	\$408	\$1,653			\$23,375	\$8,848	\$10,501	
SUBTOTAL PHASE 2	0	48	28	0	0	120	0	178	174	332	880	342	0	84	0	\$5,280	\$45,476	\$0	\$0	\$117,444	\$185,985	\$117,444	
PROJECT TOTALS	4	275	68	32	26	216	112	290	254	460	1738	457	226	212	24	\$61,311	\$49,137	\$49,092	\$4,092	\$269,989	\$460,174	\$460,174	

EXHIBIT B – REVISION TO SECTION 8, INDEMNIFICATION, OF AGREEMENT

8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

**EXHIBIT C – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10679
ADDENDUM NO. 1 TO RFP #10679 AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10679 for Professional Engineering Services for a Roundabout at Carmel Valley Road and Laureles Grade, issued November 2018. GHD Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10679.

RFP #10679, Addendum No. 1 to RFP #10679, and the Proposal submitted by GHD Inc., on file with the Resource Management Agency – Public Works, Parks and Facilities, are hereby incorporated into the Agreement by this reference.