



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13805

Upon motion of Supervisor Alejo, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Ratified and approved Amendment No. 1 to Professional Services Agreement Resolution No. 17-236 with Harris & Associates, Inc. to: 1) ratify the effective term of June 13, 2017 to June 13, 2020; and 2) include Federal Emergency Management Agency Federal Provisions to continue to provide professional engineering services for Phase 2 of the Palo Colorado Road Emergency Repair at Rocky Creek Crossing with no increase to the total not-to-exceed amount of \$418,428; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to Professional Services Agreement Resolution No. 17-236 and any future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 14th day of November 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

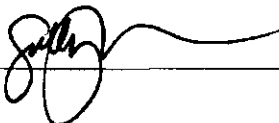
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting November 14, 2017.

Dated: December 5, 2017
File ID: A 17-435

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Harris & Associates, 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, due to the exigent need to complete repair work on Palo Colorado Road at the Rocky Creek Crossing caused by the January and February 2017 Winter Storm Events and to avert any further catastrophic damage that may ensue during the 2017/2018 Winter Storm Season on the roadway and at the direction of Federal Emergency Management Agency (hereinafter, "FEMA") personnel, CONTRACTOR was selected using a three (3) bid process to provide professional engineering services (hereinafter, "services") for Phase 2 of the Palo Colorado Road Emergency Repair at the Rocky Creek Crossing (hereinafter, "Project"); and

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on July 26, 2017 (hereinafter, "Agreement") to provide services for the Project through June 13, 2020 for an amount not to exceed \$418,428.00; and

WHEREAS, the Agreement term is June 13, 2017 to June 13, 2020; and

WHEREAS, due to an inadvertent clerical error published in the Monterey County Board of Supervisors (BOS) July 11, 2017 Agenda, Board Report and resulting Board Order Resolution No. 17-236 associated with the Agreement, the BOS approved the Agreement term as July 11, 2017 to July 10, 2020; and

WHEREAS, the Parties wish to further amend the Agreement to include Exhibit D, FEMA Federal Provisions, to comply with FEMA requirements; and

WHEREAS, while the intended term was in the Agreement and in the exercise of caution, the Parties wish to correct Board Order Resolution No. 17-236 to ratify the retroactive effective Agreement term of June 13, 2017 to June 13, 2020 and include Exhibit D, FEMA Federal Provisions, to the Agreement with no associated dollar amount increase to allow payment to CONTRACTOR for any services rendered during the term of the Agreement, comply with FEMA requirements, and to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit D, Federal Emergency Management Agency Federal Provisions".
2. All terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. 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.

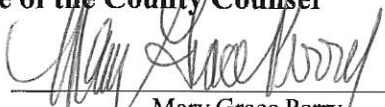
COUNTY OF MONTEREY

By: 
Michael R. Derr
Contracts/Purchasing Officer

Date: 10-9-17

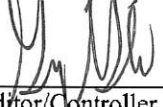

W.T. Skinner
Deputy Purchasing Agent
County of Monterey
12/14/17

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Mary Grace Perry
Deputy County Counsel

Date: 10-5-17

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10-5-17

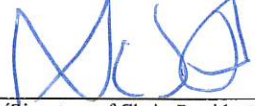
Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

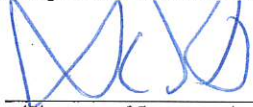
CONTRACTOR*

Harris & Associates, Inc.
Contractor's Business Name

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

Its: Steven D. Winchester, Sr. VP
(Printed Name and Title)

Date: September 22, 2017

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

Its: Steven D. Winchester, CFO
(Printed Name and Title)

Date: September 27, 2017

*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) managing members. 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 D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

The Agreement may be funded in part by Federal grant funding received by County from the Federal Emergency Management Agency ("FEMA"), which is part of the United States Department of Homeland Security ("DHS"). Therefore, CONTRACTOR must comply with all Federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with CONTRACTOR's performance of the work or services covered by the Agreement (the "Project"). All such Federal laws and regulations shall be deemed to be inserted in the Agreement and the Agreement shall be read and enforced as though such Federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any County request that would cause County to be in violation of these FEMA terms and conditions or any other Federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Agreement shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Agreement shall remain in full force and effect.

In addition, CONTRACTOR agrees to the following specific provisions:

1.1. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity.

1.2. Acknowledgement of FEMA Funding

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. CONTRACTOR shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.3. Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

1.4. DHS Seal, Logo and Flags

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

1.5. EPA – Compliant Purchasing

(1) In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired:

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

- (i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) Meeting Agreement performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

1.6. Equal Employment Opportunity Clause – All “Federally assisted Agreements” as defined in 41 CFR 60-1.3

During the performance of this Agreement, CONTRACTOR agrees as follows:

- (1) CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

- (4) CONTRACTOR shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to CONTRACTOR's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONTRACTOR shall include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

1.7. Compliance with Copeland "Anti-Kickback" Act – Prime construction in excess of \$2,000

- (1) CONTRACTOR. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions, require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.
- (3) Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

1.8. Davis-Bacon Act Clause – Construction in excess of \$2,000. (Not Applicable to Public Assistance and Hazard Mitigation Grant Program (HMGP) contracts)

CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) This Project is a public work in the State of California, funded in whole or in part with Public funds. Therefore, the higher of the two (2) applicable prevailing wage rates, Federal or State, shall be enforced.

1.9. Work Hours Clause - \$100,000, Contracts that involve the employment of mechanics or laborers

- (1) *Overtime requirements.* CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (1) of this Section, CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

employed in violation of the clause set forth in Paragraph (1) of this Section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in Paragraph (1) of this Section.

- (3) *Withholding for unpaid wages and liquidated damages.* County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such Agreement or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- (4) *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Paragraph (1) through (4) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs (1) through (4) of this Section.

1.10. Clean Air Clause – All Contracts over \$150,000

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and shall report violations to FEMA and the Regional Office of the EPA.

1.11. Suspension & Disbarment – Contracts and sub-contracts over \$25,000

Suspension and Debarment

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by County. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of California and

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement/contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.12. Anti-lobbying Clause – Contracts over \$100,000, Filed with County by CONTRACTOR (Complete Attachment 1)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. (Attachment 1). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

ATTACHMENT 1

**ANTI-LOBBYING CLAUSE CERTIFICATION FOR SOLICITATION
CONTRACTS OVER \$100,000**

(Filed with County by CONTRACTOR)

Anti-Lobbying Clause Certification for Solicitation:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements - (To be submitted with each bid or offer exceeding \$100,000)

The undersigned, Harris and Associates, Inc. (hereinafter, "CONTRACTOR") certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions. (Standard Form-LLL can be accessed by utilizing the following link: <https://www.hudexchange.info/resources/documents/HUD-Form-Sfill.pdf>)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**EXHIBIT D – FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL PROVISIONS**

CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of CONTRACTOR's Authorized Official

Printed Name and Title of CONTRACTOR's Authorized Official

(Date)

Standard Form LLL: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2017

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

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

PRODUCER 0757776 HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524	1-800-877-4560 CONTACT NAME: PHONE (A/C No. Ex): 925 609-6500 FAX (A/C No.): 925 609-6550 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Navigators Specialty Insurance Company INSURER C: Travelers Property Casualty Co of Amer INSURER D: Continental Casualty Company INSURER E: INSURER F:
INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Suite 500 Concord, CA 94520	NAIC #

COVERAGES

CERTIFICATE NUMBER: 50465503

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC		ZBF9201722 08	08/01/17	08/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		LA17EXC712701IC	08/01/17	08/01/18	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		PJUB8166N36A17 *	08/01/17	08/01/18	☒ WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY Claims-Made		AEH591891588	08/01/17	08/01/18	Per Claim 10,000,000 Aggregate 10,000,000 Ded. Each Claim 150,000

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

* Workers Compensation policy excludes monopolistic states MD, OH, WA, WY.

General Liability Additional Insured status granted, if required by written contract/agreement, per attached forms MAN-0426 0715 & MAN-0427 0715.

County of Monterey, its officers, agents & employees are additional insureds under General Liability if required by a written contract

RE: Palo Colorado Road Emergency Repair, Rocky Creek Crossing, Phase 2

(HA #1700288)

CERTIFICATE HOLDER

170-0288 (2020)

County of Monterey

Shelley Dickinson
Monterey County Resource Management Agency
1441 Schilling Place-South, 2nd Floor
Salinas, CA 93901-4527

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2017

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Sponsored Programs	
	PHONE (A/C, No. Ext.): 1-877-320-9393 FAX (A/C, No.): 515-365-0895 E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459	
INSURED HARRIS & ASSOCIATES, INC HARRIS & ASSOCIATES, INC 1401 Willow Pass Road, Ste 500 Concord, CA 94520 Customer #: EXP100554	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INS LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X X	L100554-17	08/01/2017	08/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE ☐ OTH-ER ☐
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1XL1

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. County of Monterey, its officers, agents and employees are additional insured where required by written contract. RE: Palo Colorado Road Emergency Repair, Rocky Creek Crossing, Phase 2 (HA #1700288)

CERTIFICATE HOLDER 170-0288 (2020) County of Monterey Shelley Dickinson Monterey County Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 939014527	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: ZBF9201722 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

MAN-0426 07/15

ENV 7411 2 OF 4 B

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
Blanket as Required By Written Contract	

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

A. SECTION II – WHO IS AN INSURED is amended to include as an 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.

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.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF9201722 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

MAN-0427 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as Required By Written Contract	

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

SECTION II – WHO IS AN INSURED is amended to include as an 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".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

(a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire Insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (iii) That is Insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(b) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF9201722 08

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

ENV 7411 4 OF 4 F

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

BLANKET WITH WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We **waive** any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Page 1 of 1

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

 **Person(s) or Organization(s):** County of Monterey, its agents, officers and employees
County of Monterey Resource Management Agency
1441 Schilling Place-South, 2nd Floor
Salinas, CA 93901-4527

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: HARRIS & ASSOCIATES, INC

Endorsement Effective Date: 08/01/2017

SCHEDULE

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

All persons or organizations as required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

TRAVELERSONE TOWER SQUARE
HARTFORD, CT 06183WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (PJUB-8166N36-A-17)

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

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

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule**Person or Organization****Job Description**

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

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 12-05-2017

DO 3000 0000016552 New

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND
CORRESPONDENCE.

V E N D O R		HARRIS & ASSOCIATES INC 1401 WILLOW PASS RD STE 500 CONCORD CA 94520		S H I P T O		RMA PUBLIC WORKS & FACILITIES 1441 SCHILLING PL SOUTH/2ND FLR SALINAS CA 93901-4527		B I L L T O		RMA ADMINISTRATIVE SERVICES / FINANCE 1441 SCHILLING PL SOUTH/2ND FLR SALINAS CA 93901-4527	
VENDOR NUMBER: CV000002291				DELIVERY DATE:				F.O.B.:			
ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION				UNIT PRICE	SALES TAX	EXTENDED PRICE	
1	0.0		95826	Professional Services Agreement (PSA) Resolution No. 17-236 (MYA 30000 *3362) between Harris & Associates, Inc. and the County of Monterey will allow professional engineering services for Phase 2 of the Palo Colorado Road Emergency Repair at Rocky Creek crossing in the amount not to exceed \$418,428. The term of this PSA is from June 13, 2017 to June 13, 2020. This DO is valid from 7/01/17 to 6/30/18 and shall not exceed \$418,428.00. COMM LINE DESC: Engineering Services - Phase 2 of the Palo Colorado Road EXTENDED DESC: On-Call Civil Engineering Services Phase 2 MSDS: Not Required 002 - 3000 - 8195 - RMA012 - 6613 - - 6000 - 6210 - - 418428.00				0.00	0.00	418,428.00	
								ORDER TOTAL		418,428.00	

THE SHADED ROWS ARE FOR NMC DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at https://www.co.monterey.ca.us/cao/terms_conditions.htm

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 02/14/18

COUNTY BUYER INFORMATION

EMAIL:

TELEPHONE:

CONTRACTS/PURCHASING DIVISION
1488 Schilling Place, Salinas, CA 93901

PAGE NUMBER 1 OF 1