

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:

TRC Engineers, 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 civil engineering services for the Las Lomas Drive Bicycle Lane and Pedestrian Project

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 \$ 403,297.17

[Handwritten initials] 1/26/2021 MAI 1/26/2021 MAI 1/26/2021 February 9, 2021 *[Handwritten initials]* 1/26/2021

3. **TERM OF AGREEMENT.** The term of this Agreement is from February 2, 2021 to February 9, 2024, 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 Paragraph 8, Indemnification, of Agreement
- Exhibit C Incorporation of RFP #10706 and Addendums No. 1-3 to RFP #10706 and Proposal Documents on file with the Department of Public Works, Facilities, & Parks

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"), "designer 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.~~

Please refer to Exhibit B of Agreement.

MAI, 
Contractor's initials

1/14/21 / 1/14/2021
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.

Please refer to Exhibit B of Agreement. MAI / [Signature] 1/14/21 / 1/14/2021
Contractor's 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.

Please refer to Exhibit B of Agreement. MAI / [Signature] 1/14/21 / 1/14/2021
Contractor's 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	Mark Imbriani, Vice President
Name and Title	Name and Title
County of Monterey, Public Works, Facilities and Parks 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	TRC Engineers, Inc. 10680 White Rock Road, Suite 100 Rancho Cordova, California 95670
Address	Address
(831) 755-8966	(916) 366-0632
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

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

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

Date: 1/21/2021
County Counsel

Approved as to Fiscal Provisions²

By: DocuSigned by:
Gary Giboney

Date: 1/21/2021
Auditor/Controller

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

TRC Engineers, Inc.

Contractor's Business Name*

By: *Mark A. Imbriani*

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

Mark A. Imbriani, Vice President
Name and Title

Date: 1/14/2021

By: *Grant Ratkovic*

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

GRANT RATKOVIC - ASST. SECRETARY
Name and Title

Date: 1/14/2021

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
TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

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

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

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

PHASE 1 - PRELIMINARY DESIGN

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

Task 1.1 Project Management

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

Task 1.1.1 – Project Kickoff

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

Task 1.1.2 – Project Baseline Schedule

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

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

Task 1.1.3 – Project Development Team (PDT) Meetings

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Task 1.1.4 – Progress Reports and Invoices

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

Task 1.1.5 – Project Coordination/Subcontractor Coordination

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

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

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

Deliverables:

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

Task 1.2 Preliminary Research and Field Review Meeting

Task 1.2.1 - Preliminary Data and Report Research

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

Deliverables:

- Kickoff Meeting Agenda and Meeting Notes

Task 1.3 Surveying

Task 1.3.1. – Topographic Mapping

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Task 1.3.2 – Right-of-way and Boundary Information

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

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

Task 1.3.3 – Utility Research and Location

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

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

Exclusions:

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

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

Task 1.4 Geotechnical Investigation

Task 1.4.1 – Desktop Study/Project Setup

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

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

Task 1.4.2 – Field Exploration

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

Task 1.4.3 – Laboratory Testing

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

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

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

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

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

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

Deliverables:

- Boring Logs

Task 1.4.4 – Soils Analysis/Evaluation

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Task 1.4.5 – Draft Geotechnical Report

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

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

Deliverables:

- Draft Geotechnical Report

Task 1.4.6 – Final Geotechnical Report

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

Deliverables:

- Final Geotechnical Report

Task 1.5 Environmental Permitting Support

Prepare permit applications and perform resource agency coordination as follows:

Task 1.5.1 – Environmental Management

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

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Task 1.5.4 – Agency Coordination

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

Task 1.5.5 – Jurisdictional Delineation (OPTIONAL TASK)

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

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

Task 1.6 30% Geometric Approval Drawings

Task 1.6.1 – Develop Design Criteria

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

Task 1.6.2 – 30% Design Package

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverables:

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

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

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

Deliverables:

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

Task 1.8 Utility Coordination

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

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

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

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

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

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

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

Deliverables:

- Utility A, B, and C Letters

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

PHASE 2 – FINAL DESIGN

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

Task 2.1 Final Drainage Report

Task 2.1.1 – Drainage Report

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

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

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

Task 2.2.1 – Prepare Draft P&E Package

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

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

Task 2.2.2 – Contract Items List and 60% Estimate

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

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

Task 2.2.3 – Prepare 60% Submittal to the County

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

Deliverables:

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

Task 2.3 90% Design PS&E

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.3.1 – Prepare 90% Plans

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

Task 2.3.2 – Independent Design Check for Retaining Walls

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

Revisions shall be included in the 90% Design Plans.

Task 2.3.3 – Quantities and Engineer's Estimate

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

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

Task 2.3.4 – Special Provisions

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

Task 2.3.5 – Prepare 90% Submittal to County

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

Deliverables:

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

Task 2.4 Final (100%) Design PS&E

Task 2.4.1 – Prepare Final Design PS&E

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

Task 2.4.2 – Prepare Final Special Provisions

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

Task 2.4.3 – Prepare Final Engineer's Estimate

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

Task 2.4.4 – Prepare Resident Engineer (RE) Pending File

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

Task 2.4.5 – Prepare 100% Submittal to County

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Deliverables:

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

Task 2.5 Bidding Assistance

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

Task 2.6 Design Support During Construction

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

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

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

Optional Tasks

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

DELIVERABLES LIST

PHASE 1 – PRELIMINARY DESIGN

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

PHASE 2 – FINAL DESIGN

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

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of services.

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

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

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

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

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

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

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

Exhibit A- Scope of Services and Payment Provisions

County of Monterey
Professional Engineering Services for
Las Lomas Drive Bicycle Lane and Pedestrian P

TRC ENGINEERS
BASIC SERVICES - DESIGN FEE ESTIMATE WORKSHEET

Proposal Date: 12/14/20

Project: P2020-07
Sub administration: 0.0%
Current Date: 15-Dec-20

Expenses	
Description	Amount
Travel	
Airfare (round trips)	\$0.00
Mileage	\$0.00
Lodging	\$450.00
Per Diem	\$828.00
Car rental	\$252.00
Travel Subtotal	\$1,530.00
Other Direct Costs	\$2,207.50
Subconsultants Admin. Costs	\$0.00
ODC Subtotal	\$2,207.50
Total	\$3,737.50

Subconsultants (Labor + ODC)		
Name	Basic Services	DBE %
Whitson	\$30,318.21	
Design Lab 252	\$19,630.87	
BSK	\$29,689.53	
Total Basic Services	\$79,638.61	0.00%
Name	Optional Services	DBE %
Task 1.5.5 Wetlands JD	\$10,199.43	
Optional Task Travel	\$850.00	
Total Optional Services	\$11,049.43	0.00%

Total Basic Fee Estimate	
TRC Basic Labor	\$308,871.62
Subconsultants	\$79,638.61
TRC Expenses	\$3,737.50
Total	\$392,247.73

Total Basic + Supplemental Fee Estimate	
TRC Basic+ Supplemental	\$308,871.62
Subconsultants Basic+Suppl.	\$89,838.04
TRC Expenses	\$4,587.50
Total	\$403,297.17

Total DBE including Supplemental)
 0.00%

Exhibit A- Scope of Services and Payment Provisions

TRC ENGINEERS, INC.				
COST PROPOSAL - BASIC SERVICES				
PROJECT	County of Monterey			
	Professional Engineering Services for			
	Las Lomas Drive Bicycle Lane and Pedestrian Project			
DIRECT LABOR				
<u>Employee</u>	<u>Function</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
M.Imbriani	Principal in Charge	0 @	\$91.00	\$0
J.Conklin	Project Manager	165 @	\$81.25	\$13,406
M. Christensen	StructuresProject Engineer	44 @	\$72.22	\$3,178
C.P., R.Y.	StructuresSenior Engineer	130 @	\$57.78	\$7,511
A.Bedal	RoadwaySenior Engineer	349 @	\$57.78	\$20,164
K.Negoro	Engineer II	52 @	\$46.94	\$2,441
NH/DL/GA/MP	Engineer I	888 @	\$37.91	\$33,668
G.Imbsen	Eng. CADD Supervisor	57 @	\$54.16	\$3,087
A.Cardozza	Eng. CADD Technician	187 @	\$36.11	\$6,752
Var.	Admin	76 @	\$30.69	\$2,333
A. Napiatek	EV 21	144 @	\$62.50	\$9,000
C. Rein	EV 21	88 @	\$51.00	\$4,488
J. Frolke	EV21	0 @	\$63.19	\$0
J. Milbank	EV13	12 @	\$46.58	\$559
R. Annand	EV10	64 @	\$39.72	\$2,542
M. Stephens	EV4	48 @	\$34.30	\$1,647
	Escalation Factor			\$0
Total Direct Labor Costs		2,304		\$110,775.10
INDIRECT COSTS				
			<u>Rate</u>	<u>Total</u>
	Fringe Benefits Rate		50.72%	
	Overhead Rate		111.13%	
	COFC		0.00%	
Overhead			161.85%	\$179,289.50
Total Indirect Costs				\$179,289.50
OTHER DIRECT COSTS				
	<u>Quantity</u>	<u>Per Unit</u>	<u>Total</u>	
Airfare (round trips)	0	\$0.000	\$0	
Mileage	0	\$0.575	\$0	
Lodging	3	\$150.000	\$450	
Per Diem	18	\$46.000	\$828	
Car rental	6	\$42.000	\$252	
Optional Task Travel	1	\$850.000	\$850	
Mail	50	\$0.55	\$28	
Overnight mail	4	\$15.00	\$60	
Copies (8.5x11)	1000	\$0.12	\$120	
Copies (11x17)	1000	\$1.00	\$1,000	
Prints (22x34)	0	\$3.00	\$0	
Mylars (22x34)	0	\$12.00	\$0	
Envir. Permits	1	\$500.00	\$500	
Miscellaneous	5.0	\$100.00	\$500	
Total Other Costs				\$4,587.50
FEE (Profit)			10%	\$29,006.46
SUBCONTRACTOR COSTS (detailed cost estimate attached)				
		Optional	Basic	
1 BSK			\$ 29,689.53	
2 Design Lab 252			\$ 19,630.87	
3 Whitson			\$ 30,318.21	
				\$79,638.61
TOTAL COST				\$403,297.17

Exhibit A- Scope of Services and Payment Provisions

Escalation Calculation				
Employee	Actual Employee Rate	Hours on Project	% of Project	Weighted Portion of Rate
Principal in Charge	\$ 91.00	0	0.00%	\$0.00
Project Manager	\$ 81.25	165	7.16%	\$5.82
StructuresProject Engineer	\$ 72.22	44	1.91%	\$1.38
StructuresSenior Engineer	\$ 57.78	130	5.64%	\$3.26
RoadwaySenior Engineer	\$ 57.78	349	15.15%	\$8.75
Engineer II	\$ 46.94	52	2.26%	\$1.06
Engineer I	\$ 37.91	888	38.54%	\$14.61
Eng. CADD Supervisor	\$ 54.16	57	2.47%	\$1.34
Eng. CADD Technician	\$ 36.11	187	8.12%	\$2.93
Admin	\$ 30.69	76	3.30%	\$1.01
EV 21	\$ 62.50	144	6.25%	\$3.91
EV 21	\$ 51.00	88	3.82%	\$1.95
EV21	\$ 63.19	0	0.00%	\$0.00
EV13	\$ 46.58	12	0.52%	\$0.24
EV10	\$ 39.72	64	2.78%	\$1.10
EV4	\$ 34.30	48	2.08%	\$0.71
0	\$ -	0	0.00%	\$0.00
0	\$ 44.79	0	0.00%	\$0.00
0	\$ -	0	0.00%	\$0.00
0	\$ -	0	0.00%	\$0.00
0	\$ -	0	0.00%	\$0.00
		2,304	100.00%	\$48.08

TRC ave rate, January 2017

Year		Est hours spent per year	Est % spent per year	Unescalated Ave. Rate	Escalation	Escalated Ave. Rate	Total Unescalated Labor	Total Escalated Labor	Escalated Labor by Year
July 2017 to June 2018	Design		0.00%	\$48.08					
July 2018 to June 2019	Design		0.00%	\$48.08	3.0%	\$49.52	\$0	\$0	\$0
July 2019 to June 2020	Design		0.00%	\$48.08	3.0%	\$51.01	\$0	\$0	\$0
July 2020 to June 2021	Const		0.00%	\$48.08	3.0%	\$52.54	\$0	\$0	\$0
July 2021 to June 2022	Const		0.00%	\$48.08	3.0%	\$54.11	\$0	\$0	\$0
		0	0%				\$0	\$0	\$0

Difference between Unescalated Labor and Escalated Labor

Exhibit A- Scope of Services and Payment Provisions

County of Monterey				
Professional Engineering Services for				
Las Lomas Drive Bicycle Lane and Pedestrian Project				
Total Hours and Fee by Task				
Task Description	TRC			
	Hours	Labor Fee (unloaded)	Labor Fee (loaded)	
BASIC SERVICES				
Task 1.1	Project Management			
Task 1.1.1	Kick Off Meeting	6	\$386	\$1,113
Task 1.1.2	Project Baseline Schedule and Updates	8	\$650	\$1,872
Task 1.1.3	PDT Meetings	24	\$1,545	\$4,452
Task 1.1.4	Progress Reports and Invoices	28	\$1,870	\$5,388
Task 1.1.5	Project Coordination/Sub Consultant Coordination	44	\$2,835	\$8,165
Task 1.1.6	QA/QC - Quality Assurance and Quality Control	16	\$1,300	\$3,744
Task 1.2	Preliminary Research and Field Review Meeting			
Task 1.2.1	Preliminary Data Report and Research	12	\$534	\$1,539
Task 1.3	Surveying (Whitson Engineering)			
Task 1.3.1	Topographic Mapping			
Task 1.3.2	Right of Way Boundary Information			
Task 1.3.3	Utility Research and Location			
Task 1.4	Geotechnical Investigation (BSK)			
Task 1.4.1	Desktop Study/Project Setup			
Task 1.4.2	Field Exploration			
Task 1.4.3	Laboratory Testing			
Task 1.4.4	Soils Analysis/Evaluation			
Task 1.4.5	Draft Geotechnical Report			
Task 1.4.6	Final Geotechnical Report			
Task 1.5	Environmental Permitting Support			
Task 1.5.1	Environmental Management	18	\$1,125	\$3,240
Task 1.5.2	Existing Permit and MMRP Review	18	\$1,069	\$3,078
Task 1.5.3	Prepare Permit Packages	136	\$6,455	\$18,591
Task 1.5.4	Agency Coordination	160	\$8,628	\$24,852
Task 1.5.5	Jurisdictional Delineation (Optional Task -No Hours Assigned)	70	\$3,541	\$10,199
Task 1.6	Geometric Approval Drawings			
Task 1.6.1	Develop Design Criteria	20	\$917	\$2,642
Task 1.6.2	30%Design Package	178	\$7,821	\$22,528
Task 1.7	Revegetation PS&E (DL252)			
Task 1.8	Utility Coordination			
Task 1.8.1	Utility "A" Letter and Initial Coordination	18	\$1,087	\$3,131
Task 1.8.2	Prepare Utility Maps	38	\$1,600	\$4,608
Task 1.8.3	Utility "B" Letters and Coordination	34	\$2,058	\$5,928
Task 1.8.4	Prepare Utility Conflict Maps	38	\$1,600	\$4,608
Task 1.8.5	Utility Report of Investigation	21	\$1,128	\$3,250
Task 1.8.6	Notice to Owners	21	\$1,128	\$3,250
Phase 2	Final Design			
Task 2.1	Final Drainage Report			
Task 2.1.1	Drainage Report	84	\$3,690	\$10,630
Task 2.2	Draft (60%) Plans and Estimate Design Package			
Task 2.2.1	Prepare Draft Plans (60%)	268	\$11,306	\$32,565
Task 2.2.2	Contract Items List and 60% Engineer's Estimate	56	\$2,571	\$7,405
Task 2.2.3	Prepare 60% Submittal to the County	37	\$1,670	\$4,810
Task 2.3	90% Design PS&E			
Task 2.3.1	Prepare 90% Plans	178	\$7,634	\$21,987
Task 2.3.2	Independent Design Check for Retaining Walls	56	\$2,268	\$6,532
Task 2.3.3	Quantities and Engineer's Estimate	125	\$5,245	\$15,107
Task 2.3.4	Special Provisions	106	\$5,705	\$16,433
Task 2.3.5	Prepare 90% Submittal to the County	47	\$2,056	\$5,923
Task 2.4	Final 100% Design PS&E			
Task 2.4.1	Prepare Final Design PS&E	50	\$2,141	\$6,168
Task 2.4.2	Prepare Final Special Provisions	48	\$2,719	\$7,832
Task 2.4.3	Prepare Final Engineer's Estimate	47	\$2,031	\$5,850
Task 2.4.4	RE Pending File	22	\$877	\$2,527
Task 2.4.5	Prepare Final 100% Submittal to the County	30	\$1,295	\$3,729
Task 2.5	Bidding Assistance			
	Attend Pre-Bid Meeting and Bid Opening	12	\$903	\$2,600
	Respond to BI's	50	\$2,484	\$7,156
Task 2.6	Design Support During Construction			
	Attend Pre-Construction Meeting, Site Visit Meetings and Final Walk Through	20	\$1,365	\$3,931
	Respond to RFIs and CO's	98	\$4,485	\$12,918
	Review Submittals	62	\$3,051	\$8,789
Totals		2304	\$110,775	\$319,071
Other Direct Costs			\$4,587.50	

Exhibit A- Scope of Services and Payment Provisions

County of Monterey		TRC Design											Proposal Date: December 14, 2020			Project: P2020-07					
Professional Engineering Services for		DESIGN FEE ESTIMATE WORKSHEET											Start Date: January 1, 2021								
Las Lomas Drive Bicycle Lane and Pedestrian Project													End Date: December 31, 2021								
LABOR																					
Task Description	Principal in Charge	Project Manager	Structures Project Engineer	Structures Senior Engineer	Roadway Senior Engineer	Engineer II	Engineer I	Eng. CADD Supervisor	Eng. CADD Technician	Admin	EV 21	EV 21	EV21	EV13	EV10	EV4	Total Hours	Total \$			
	M.Imbriani	J.Conklin	M. Christensen	C.P., R.Y.	A.Bedal	K.Negoro	NH/DL/GAMP	G.Imbsen	A.Cardoza	Var.	A. Napiatek	C. Rein	J. Frolke	J. Millbank	R. Annand	M. Stephens					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			Hours		
Phase 1	Preliminary Design																				
Task 1.1	Project Management																				
Task 1.1.1		4								2							6	\$386			
Task 1.1.2		8															8	\$650			
Task 1.1.3		16								8							24	\$1,545			
Task 1.1.4		20								8							28	\$1,870			
Task 1.1.5		18	2	4	12		8										44	\$2,835			
Task 1.1.6		16															16	\$1,300			
Task 1.2	Preliminary Research and Field Review Meeting																				
Task 1.2.1					4		8										12	\$534			
Task 1.3	Surveying (Whitson Engineering)																				
Task 1.3.1																					
Task 1.3.2																					
Task 1.3.3																					
Task 1.4	Geotechnical Investigation (BSK)																				
Task 1.4.1																					
Task 1.4.2																					
Task 1.4.3																					
Task 1.4.4																					
Task 1.4.5																					
Task 1.4.6																					
Task 1.5	Environmental Permitting Support																				
Task 1.5.1												18					18	\$1,125			
Task 1.5.2											16					2	18	\$1,069			
Task 1.5.3		4			8		18				18	40				32	136	\$6,455			
Task 1.5.4		8			8						80		12		32	20	160	\$8,628			
Task 1.5.5											12	48				10	70	\$3,541			
Task 1.6	Geometric Approval Drawings																				
Task 1.6.1				4	4		12		10	33							20	\$917			
Task 1.6.2		6	4	8	19	4	94	10	33								178	\$7,821			
Task 1.7	Revegetation PS&E																				
Task 1.8	Utility Coordination																				
Task 1.8.1		2			16												18	\$1,087			
Task 1.8.2					8		30										38	\$1,600			
Task 1.8.3		4			30												34	\$2,058			
Task 1.8.4					8		30										38	\$1,600			
Task 1.8.5		1			16						4						21	\$1,128			
Task 1.8.6		1			16						4						21	\$1,128			
Phase 2	Final Design																				
Task 2.1	Final Drainage Report																				
Task 2.1.1		2			24		50				8						84	\$3,690			
Task 2.2	Draft (60%) Plans and Estimate Design Package																				
Task 2.2.1		4	2	8	24	8	130	20	72								268	\$11,306			
Task 2.2.2			4	8	4	8	32										56	\$2,571			
Task 2.2.3		1	2	4	4		16	2	4	4							37	\$1,670			
Task 2.3	90% Design PS&E																				
Task 2.3.1		4	2	4	20	4	96	12	36								178	\$7,634			
Task 2.3.2			2	2		4	48										56	\$2,268			
Task 2.3.3		1	2	2	16	4	100										125	\$5,245			
Task 2.3.4		4	2	40	40					20							106	\$5,705			
Task 2.3.5		1	2	4	4		24	2	8	2							47	\$2,056			
Task 2.4	Final 100% Design PS&E																				
Task 2.4.1		2			8		40										50	\$2,141			
Task 2.4.2		8	2	12	16					10							48	\$2,719			
Task 2.4.3		1	2	2	4	2	36										47	\$2,031			
Task 2.4.4				2	2	2	16			2							22	\$877			
Task 2.4.5		1		2	4		16	1	4	2							30	\$1,295			
Task 2.5	Bidding Assistance																				
Attend Pre-Bid Meeting and Bid Opening		4	8														12	\$903			
Respond to B's		4		8	8	8	16	2	4								50	\$2,484			
Task 2.6	Design Support During Construction																				
Attend Pre-Construction Meeting, Site Visit Meetings and Final Walk Through		4	8	8													20	\$1,365			
Respond to RFI's and CO's		8		4	12	4	34	8	26	2							98	\$4,485			
Review Submittals		8		4	12	4	34										62	\$3,051			
Total Hours			165	44	Hrs 130	Hrs 349	Hrs 52	Hrs 888	57	187	76	144	88	12	64	Hrs 48	2304	\$110,775			
Loaded Hourly Rate		91.00			Rate 57.78	Rate 57.78	Rate 46.94	Rate 37.91	54.16	36.11	30.69	62.50	51.00	63.19	46.58	39.72	Rate 34.3				
Fee/Classification			13406	3178	7511	20164	2441	33668	3087	6752	2333	9000	4488		559	2542	1647	2304	\$110,775		
% of Total Hours/Classification			7%	2%	6%	15%	2%	39%	2%	8%	3%	6%	4%		1%	3%	2%	100%			

Exhibit A- Scope of Services and Payment Provisions

TRC ENGINEERS

FEE ESTIMATE WORKSHEET

County of Monterey

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

Travel

From	Rancho Cordova	
To	Monterey	
# of people	3	
# of days	2	# of nights <input type="text" value="5"/>
# of trips	5	

	Rate		#		#		=	
Airfare (round trips)		x		trips	x		people	= \$0.00
Mileage	\$0.575	x	0	miles	x	0	trips	= \$0.00
Lodging	\$150.00	x	1	nights	x	3	people	= \$450.00
Per Diem	\$46.00	x	6	days	x	3	people	= \$828.00
Car rental	\$42.00	x	6	days	x	1	car	= \$252.00
Optional Task Travel	\$850.00	x	1	units	x	1	units	= \$850.00
Total Travel								\$2,380.00

ODC's

	Rate		#			=	
Mail	\$0.55	x	50	pieces		=	\$27.50
Overnight mail	\$15.00	x	4	pieces		=	\$60.00
Copies (8.5x11)	\$0.12	x	1000	copies		=	\$120.00
Copies (11x17)	\$1.00	x	1000	prints		=	\$1,000.00
Prints (22x34)	\$3.00	x	0	prints		=	\$0.00
Mylars (22x34)	\$12.00	x	0	prints		=	\$0.00
Envir. Permits	\$500.00	x	1			=	\$500.00
Miscellaneous	\$100.00	x	5	units		=	\$500.00
Total ODC's							\$2,207.50

Total Travel and ODC's \$4,587.50

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

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

Consultant Whitson and Associates, Inc.

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

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	1	\$ 134.00	\$ 134.00
Land Surveyor	Chuck Pugh	25	\$ 57.00	\$ 1,425.00
Associate Surveyor	Jeff Sjoblom	54	\$ 46.50	\$ 2,511.00
Field Survey 2 Person	Chief of Party + Rodman DIR rates	52	\$ 152.19	\$ 7,913.88
Administrative Supprt	Kimberley Woltman	3	\$ 70.00	\$ 210.00

LABOR COSTS

(a) Subtotal Direct Labor Costs	\$ 12,193.88	
(b) Anticipated Salary Increases (see page 2 for calculation)	\$ 858.79	
(c) Total Direct Labor Costs [(a) + (b)]		\$ 13,052.67

INDIRECT COSTS

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

FIXED FEE

(k) Total Fixed Fee [(c) + (j)] x fixed fee <u>10%</u>	\$ 2,756.20
---	--------------------

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

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

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

SUBCONSULTANTS' COSTS (Add additional pages if necessary)

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

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

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

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

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

SUBCONSULTANT NAME				
COST PROPOSAL				
PROJECT	Client: Designlab 252 <hr/> Project Title <hr/> Project Subtitle <hr/>			
DIRECT LABOR				
<u>Employee</u>	<u>Function</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Patrick Boyd	Sr. Landscape Arch	77 @	\$72.25	\$5,563
Konni Jones	Sr. Landscape Tech	25 @	\$68.75	\$1,719
Scott Mears	Project Manager	14 @	\$68.75	\$935
	Title 4	0 @	\$0.00	\$0
	Title 5	0 @	\$0.00	\$0
	Title 6	0 @	\$0.00	\$0
	Title 7	0 @	\$0.00	\$0
	Title 8	0 @	\$0.00	\$0
	Title 9	0 @	\$0.00	\$0
	Title 10	0 @	\$0.00	\$0
	Title 11	0 @	\$0.00	\$0
	Title 12	0 @	\$0.00	\$0
Escalation Factor				\$0
Total Direct Labor Costs		116		\$8,217.00
INDIRECT COSTS				
	Components of ICR		Rate	Total IDC
	Overhead		110.00%	
	Fringe Benefits		0.00%	
Overhead		Multiplier >	110.00%	\$9,038.70
Total Indirect Costs				\$9,038.70
OTHER DIRECT COSTS				
		<u>Quantity</u>	<u>Per Unit</u>	<u>Total</u>
Mileage		1120	\$0.580	\$649.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Other Direct Costs				\$649.60
FEE (Profit)			10%	\$1,725.57
SUBCONTRACTOR COSTS (provide detailed cost estimate if used)				
			Cost	
	1		\$0.00	
	2			
	3			
	4			
				\$0.00
TOTAL COST				\$19,630.87

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

Note: Mark-ups are Not Allowed

 Prime Consultant SubconsultantConsultant BSK Associates

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	On Man Lau	3.00	70.00	\$210.00
Project Engineer	Neva Popenoe	16.00	55.00	\$880.00
Senior Engineer	Carrie Foulk	5.00	70.00	\$350.00
Engineer II	TBD	42.00	35.00	\$1,470.00
Engineer I	TBD	20.00	30.00	\$600.00
Project Administrator	Tiffani Gonzalez	8.00	25.00	\$200.00
Administrative Assistant(s)	Carmen Chacon	5.00	20.00	\$100.00
	Jeannette Campise	4.00	20.00	\$80.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$3,890.00
b) Anticipated Salary Increases (see page 2 for sample)	\$118.27
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$4,008.27

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>55.38%</u>)	e) Total Fringe Benefit [(c) x (d)]	\$2,219.78
f) Overhead (Rate: <u>148.49%</u>)	g) Overhead [(c) x (f)]	\$5,951.88
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$8,171.66
k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee %		\$1,217.99

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

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

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

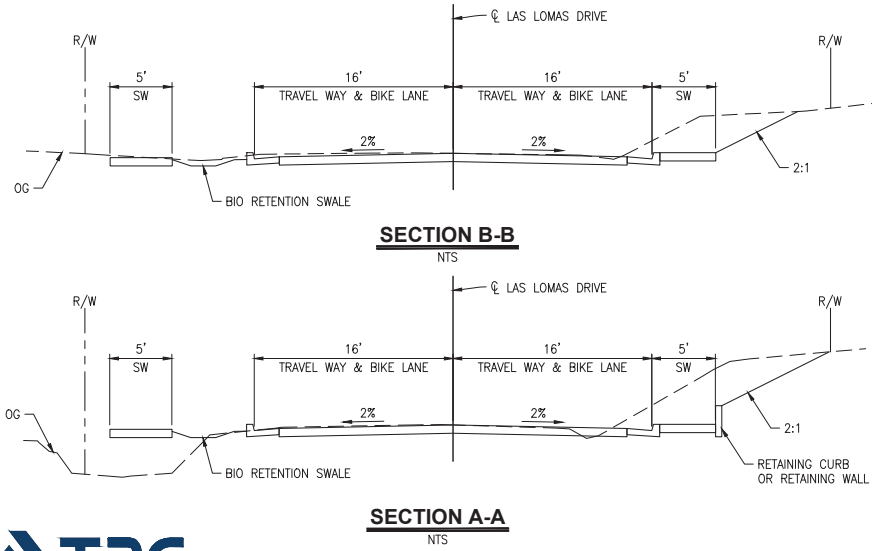
Subconsultant 1:	Baja Exploration (Drilling + Backfill materials)	\$5,650.00
Subconsultant 2:	Associated Traffic and Safety (DBE)	\$4,200.00
Subconsultant 3:	GPRS (GPR Utility Clearance)	\$1,100.00
) TOTAL SUBCONSULTANTS' COSTS \$		\$10,950.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** align="right">\$16,291.60**TOTAL COST [(c) + (j) + (k) + (n)]** align="right">\$29,689.53

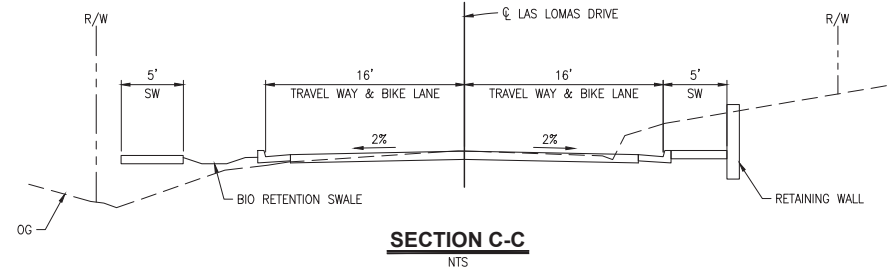
NOTES:

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

Exhibit A- Scope of Services and Payment Provisions



PLAN
1"=40'



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

Attachment 1

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

BRIDGE NO.

Drawing name: H:\Proposals\2020-07 Las Lomas Trail\Las Lomas Trail C-300.dwg Layout: Tab: Layout1 Sep 04 2020 4:35pm: Hernandez

EXHIBIT B – REVISION TO PARAGRAPH 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 RFP #10706, ADDENDUMS NO. 1, NO. 2, AND NO. 3 TO RFP #10706 AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10706, to provide professional civil engineering services for the Las Lomas Drive Bicycle Lane and Pedestrian Project (Project). TRC Engineers, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10706. County selected TRC Engineers, Inc. to provide these professional civil engineering services for the Project.

RFP #10706, including Addendums No. 1, No. 2 and No. 3 to RFP #10706, and the Proposal submitted by TRC Engineers, Inc. are hereby incorporated into this Agreement by this reference.