



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M Phillips, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15326 & Agreement No.: A-15327

- a. Approve Professional Services Agreements with the following two (2) contractors: Harris & Associates, Inc. and Wallace Group, a California Corporation, to provide engineering reports for County Services Areas and on-call engineering services for County Service Areas and County Sanitation Districts pursuant to Request for Proposals (RFP) #10782, amounts not to exceed \$500,000 each, for a combined total of \$1,000,000, for a term of three (3) years beginning June 1, 2021 to May 31, 2024, with the option to extend each Agreement for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to the Agreements where the amendments do not increase the approved Agreement amount.

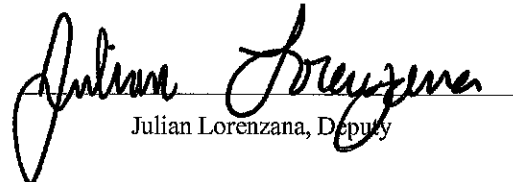
PASSED AND ADOPTED on this 15th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting June 15, 2021.

Dated: June 17, 2021
File ID: A 21-248
Agenda Item No.: 59

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**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:
Harris & Associates, 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 engineering reports to determine annual maintenance requirements and capital improvement needs for selected County Service Areas (CSAs) & On-Call Engineering Services for variety of infrastructure upgrade and repair projects for the CSAs and County Sanitation Districts (CSDs).
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 \$ 500,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from June 1, 2021 to May 31, 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 | Incorporation of RFP #10782, Addendum No. 1 to RFP #10782, and Proposal Documents |
| Exhibit C | Revision to Paragraph 8, Indemnification, of Agreement |

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. Please refer to Exhibit C

SDW/ELSDW 5/4/2021
Contractor's Initials Date

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE.

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: |
|--|--|
| Nancy Ayala Avila, Management Analyst II | Frank Lopez, PE, CFM, QSD |
| Name and Title 1441 Schilling Place, South 2nd Floor Salinas, California 93901 | Name and Title 450 Lincoln Avenue, Suite 103 Salinas, California 93901 |
| Address | Address |
| 831-755-4848 | 831-233-9242 |
| Phone | Phone |

15. **MISCELLANEOUS PROVISIONS.**

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: Debra Wilson, Contracts/Purchasing Supervisor
DocuSigned by: 78741937A00641B
 Purchasing Officer
 Date: 6/23/2021

By: _____
 Department Head (if applicable)
 Date: _____

By: _____
 Board of Supervisors (if applicable)
 Date: _____

Approved as to Form by: _____
 By: Mary Grace Perry, Deputy County Counsel
DocuSigned by: 090342707AC641A...
 County Counsel
 Date: 5/4/2021

Approved as to Fiscal Provisions²
 By: Gary Giboney
DocuSigned by: C3834BFEC1D8449...
 Auditor/Controller
 Date: 5/4/2021

Approved as to Liability Provisions³
 By: _____
 Risk Management
 Date: _____

CONTRACTOR

Harris & Associates, Inc.
 Contractor's Business Name*

By: Steven D. Winchester, Environmental & Consult
DocuSigned by: 08D0B6A9G743417...
 (Signature of Chair, President, or Vice-President)*
 Steven D. Winchester, Engineering,
 Environmental & Consulting Division President
 Name and Title
 Date: 5/4/2021

By: Steven D. Winchester, CFO
DocuSigned by: 08D0B6A9G743417...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
 Steven D. Winchester, CFO
 Name and Title
 Date: 5/4/2021

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
Harris & Associates, Inc., hereinafter referred to as "CONTRACTOR"**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
 - b. CONTRACTOR shall provide engineering reports to determine annual maintenance requirements and capital improvement needs for selected County Service Areas (CSAs) and "On-Call Engineering Services" for a variety of infrastructure upgrade and repair projects for the CSAs and County Sanitation Districts (CSDs) as outlined within the scope below. CSA and CSD Location Maps are included in Attachment A - attached and incorporated by this reference.
 - c. CONTRACTOR shall provide on-call engineering, design, scope development, construction management, and inspection services as necessary for Active CSA services (see Attachment B - attached and incorporated by this reference), including but not limited to: road repairs and maintenance, storm drain repairs and maintenance, flood control, and other infrastructure repairs as designated by County. Engineering and scope development may be necessary in advance of project initiation to allow for County budgeting cycle.
1. County shall engage CONTRACTOR to request services related to an individual project by providing a brief scope and budget.
 - i. CONTRACTOR shall, upon notification from County and within two (2) weeks, perform site visit, prepare a detailed scope and itemized cost estimate for each individual project to be submitted to County for review and approval. If extensive investigation or analysis is required, additional time can be allotted upon written approval by County.
 - ii. CONTRACTOR shall be responsible for various phases of project(s), including, but not limited to: planning, studies,

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

specification preparation, scope, design, estimating, construction management, and inspection.

2. CONTRACTOR shall provide immediate response for emergency services, within a two (2) hour window from County's initial contact/engagement in the event of sewer infrastructure or storm drain failure.
- d. CONTRACTOR may refer plans or technical studies that are outside of CONTRACTOR's expertise to a subcontractor for third-party review upon written approval by County staff.
- e. CONTRACTOR shall attend Board of Supervisors meetings and other public meetings as requested by County staff.
- f. **CSA Engineer's Reports**
In order to ensure future sustainability of CSAs, the County plans to analyze all CSAs over the next five (5) to seven (7) years to determine annual maintenance requirements and major infrastructure repair and replacement projects. Engineer Reports shall consist of a general Condition Assessment and a rate study to determine the level of valuation required to meet ongoing financial requirements. It is anticipated that most, if not all, CSAs will require a Proposition 218 Election to establish annual revenue and fund balance levels to support annual maintenance and improvement projects. Where applicable, other sources of funding, such as, grants and loans shall be included to meet fiscal requirements.

Upon receiving a Notice to Proceed from County:

1. CONTRACTOR shall prepare a general Condition Assessment report for all CSAs (excluding CSAs 17, 25, and 75) to determine if Engineer Reports and Proposition 218 Elections are needed.
 - i. The Condition Assessment shall address all active and authorized/enabled services specific to each CSA, which may include one (1) or more of the following:
 - a) Streets: Inventory and condition assessment utilizing County Pavement Condition Index (PCI); identification of deferred maintenance, repair needs, and capital improvement projects.
 - b) Sidewalks: Confirmation that sidewalks are the responsibility of the CSA. For sidewalks deemed to be the responsibility of the CSA: Linear foot inventory and inspection; identification of vertical or horizontal displacement, excessive cross slopes caused by tree roots, and any other conditions judged as defective or that may pose an inconvenience to the pedestrian path of travel.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- c) Storm Drainage and Surface Water Disposition: Using final County maps (e.g., development maps), inventory and condition assessment of storm drainage system, including, but not limited to: number, size and type of inlets and outfall, flap gates, headwalls, retention and detention basins.
 - d) Streetlights: Using data provided by County (e.g., development maps and streetlight data), inventory and inspect all streetlights.
 - e) Park and Open Space Facilities: Inventory and inspection of all open space facilities, identification of deferred maintenance, repairs, and improvement projects.
2. CONTRACTOR shall prepare individual CSA Engineer's Reports as directed by County, that include but are not limited to, the following:
- i. Clearly define the improvements to be funded.
 - ii. Capital Improvement and replacement plan, including prioritization of deferred maintenance, necessary repairs and replacement projects.
 - iii. Accurate cost estimates to construct needed maintenance, repair and infrastructure replacement, and potential cost-escalation factors.
3. CONTRACTOR shall address in each Engineer's Report all active and authorized/enabled services specific to each CSA, which may include one (1) or more of the following:
- i. Streets: CONTRACTOR shall inventory and condition assessment utilizing the County PCI; identification of deferred maintenance, repair needs, and capital improvement projects.
 - ii. Sidewalks: CONTRACTOR shall perform linear foot inventory and inspection; identification of vertical or horizontal displacement, excessive cross slopes caused by tree roots, and any other conditions judged as defective or that may pose an inconvenience to the pedestrian path of travel.
 - iii. Storm Drainage and Surface Water Disposition: CONTRACTOR shall using final County maps (e.g., development maps), inventory and condition assessment of storm drainage system, including, but not limited to: number, size and type of inlets and outfalls, flap gates, headwalls, retention and detention basins.
 - iv. Streetlights: CONTRACTOR shall use data provided by County (e.g., development maps and streetlight data), inventory and inspect all streetlights.
 - v. Park and Open Space Facilities: CONTRACTOR shall inventory and inspect all open space facilities, identification of deferred maintenance, repairs, improvement projects.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

4. CSA Proposition 218 Election Assessment

Following completion of an Engineer's Report, County may request CONTRACTOR to prepare a Proposition 218 Election assessment.

Upon receiving a Notice to Proceed from County:

- i. CONTRACTOR shall prepare an assessment which includes development of fair and objective assessment rates to ensure services are provided on a self-supporting basis that is equitable in nature. The assessment shall:
 - a) reflect capital costs for annual maintenance, repair projects, and life cycle replacement of the infrastructure;
 - b) take into consideration any existing and/or future reserve funds;
 - c) prioritize and provide timing for repairs and maintenance needs;
 - d) provide a minimum of two (2) scenarios incorporating methodology for capital improvement cycle (such as 10, 20, 30-year plans), appropriate for the specific infrastructure needs and demographics of each CSA; and
 - e) result in fiscal sustainability within 10 to 20 years.

5. CSA Proposition 218 Election Implementation

Upon receiving a Notice to Proceed from County, CONTRACTOR shall implement a Proposition 218 Election, including, but not limited to:

- i. Preparation and publishing required legal notices;
- ii. Coordination and participation in at least two (2) community outreach meetings;
- iii. Ballot preparation, mailing, management of all aspects of the Proposition 218 process, and other tasks as required; and
- iv. Support to County staff in the preparation of board reports and public hearings.

6. Inclusion of options and strategies to support successful Proposition 218 Elections.

7. Kick-off meeting between CONTRACTOR and County staff and follow-up meetings as necessary.

g. CSD Sewer Needs

1. County shall engage CONTRACTOR to request services related to individual projects as outlined in the sections below by providing a brief scope and budget.

- i. CONTRACTOR shall, upon notification from County and within two (2) weeks, perform site visit, prepare a detailed scope, and

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

itemized cost estimate for each individual project to be submitted to County for review and approval. If extensive investigation or analysis is required, additional time can be allotted upon written approval by County.

- ii. CONTRACTOR shall provide immediate response for emergency services, within a two (2) hour window from County's initial contact/engagement in the event of critical equipment failure.

2. Repairs and Equipment Replacement

CONTRACTOR shall provide technical support for sanitation system projects, repairs, and upgrades to all sanitation system components, including, but not limited to: gravity lines and force mains, manholes, lift stations, pumps, generators, electrical systems, and new connections.

3. Planning and Design of Improvements

CONTRACTOR shall advise County staff on the planning, coordination, and evaluation programs, plans, services, equipment, and infrastructure for the three (3) sewer districts. This includes design and project management services for construction of improvement projects.

4. Development Review

CONTRACTOR shall work with County staff on the review and approval of sewer improvement plans for land development projects seeking to connect to County sewer district facilities. CONTRACTOR shall coordinate with the Applicant's design contractor to understand their design approach in order to expedite review efforts.

5. Preparation of Conditions of Development

CONTRACTOR shall prepare "Conditions of Development" for private development projects seeking to connect to County sewer district facilities. CONTRACTOR shall also review the County's standard "Conditions of Development" and provide recommendations for modifications due to the specific nature of the project.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$500,000.00**, 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 following rates or in accordance with the following terms:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

| Position/Title | Hourly Rate (per Calendar Year) | | |
|-----------------------------|--|-------------|-------------|
| | 2021 | 2022 | 2023 |
| Senior Director | \$ 280.00 | \$ 290.00 | \$ 300.00 |
| Director | \$ 250.00 | \$ 260.00 | \$ 270.00 |
| Senior Project Consultant | \$ 245.00 | \$ 255.00 | \$ 265.00 |
| Senior Project Manager | \$ 220.00 | \$ 230.00 | \$ 240.00 |
| Project Manager | \$ 220.00 | \$ 230.00 | \$ 240.00 |
| Project Engineer | \$ 160.00 | \$ 170.00 | \$ 180.00 |
| Technical Support | \$ 140.00 | \$ 150.00 | \$ 160.00 |
| Administration | \$ 100.00 | \$ 110.00 | \$ 120.00 |
| Construction Manager | \$ 200.00 | \$ 205.00 | \$ 210.00 |
| Inspector (Prevailing Wage) | \$ 185.00 | \$ 190.00 | \$ 195.00 |
| Senior Financial Analyst | \$ 150.00 | \$ 160.00 | \$ 170.00 |
| Financial Analyst | \$ 125.00 | \$ 135.00 | \$ 145.00 |

**Subcontractor(s) at Cost plus
Markup:**

0 %

| Reimbursable Items | Total Cost | % of Markup (shall not exceed 10%) |
|--|-----------------------|---|
| Mailing and Postage/Pass Through Cost | TBD – at cost | 0% |
| Inspection Services (Vehicle Monthly Fee) | \$ 1,050.00 per month | 0% |
| Mileage | At current IRS rate | 0% |

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.

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

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

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

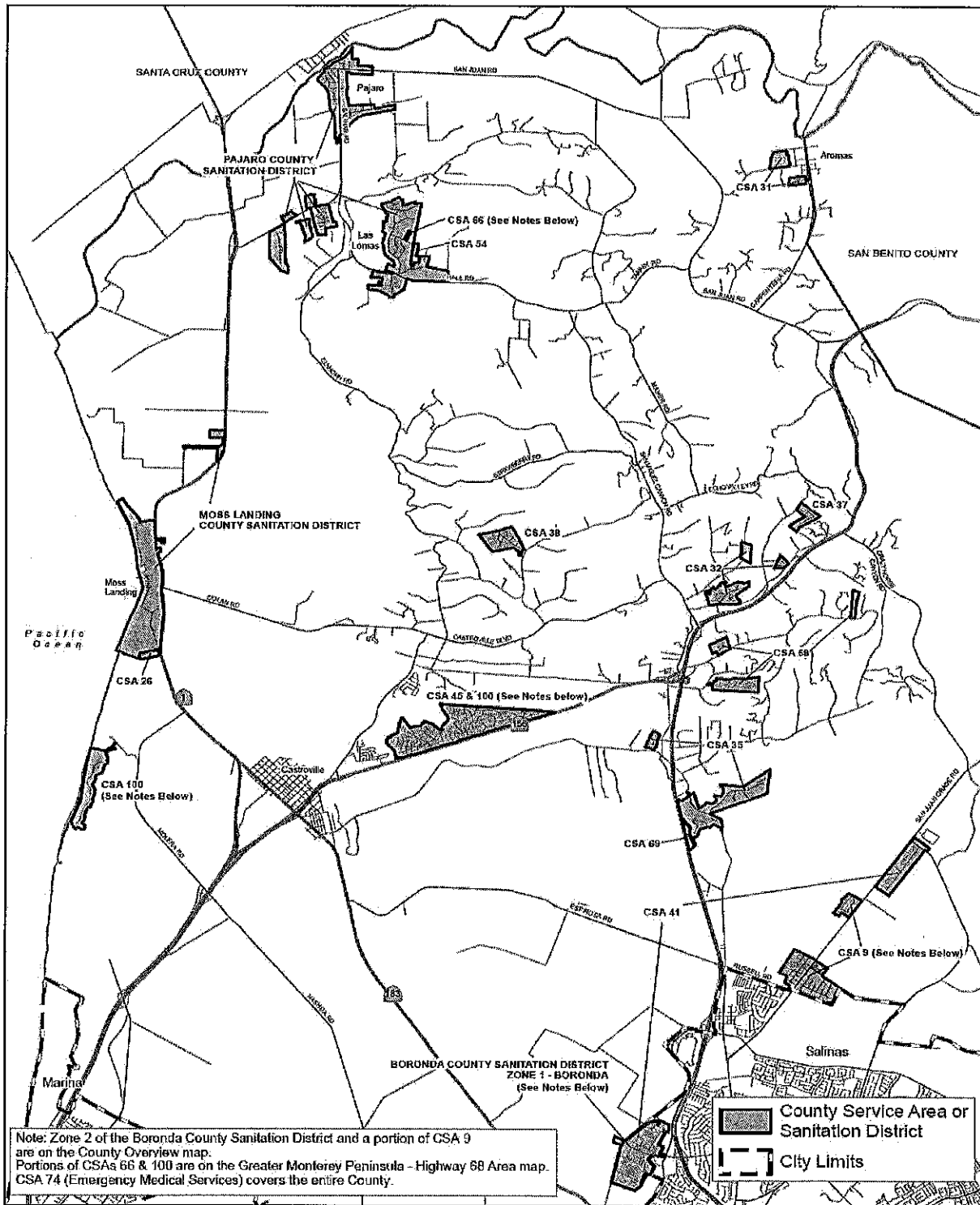
County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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.



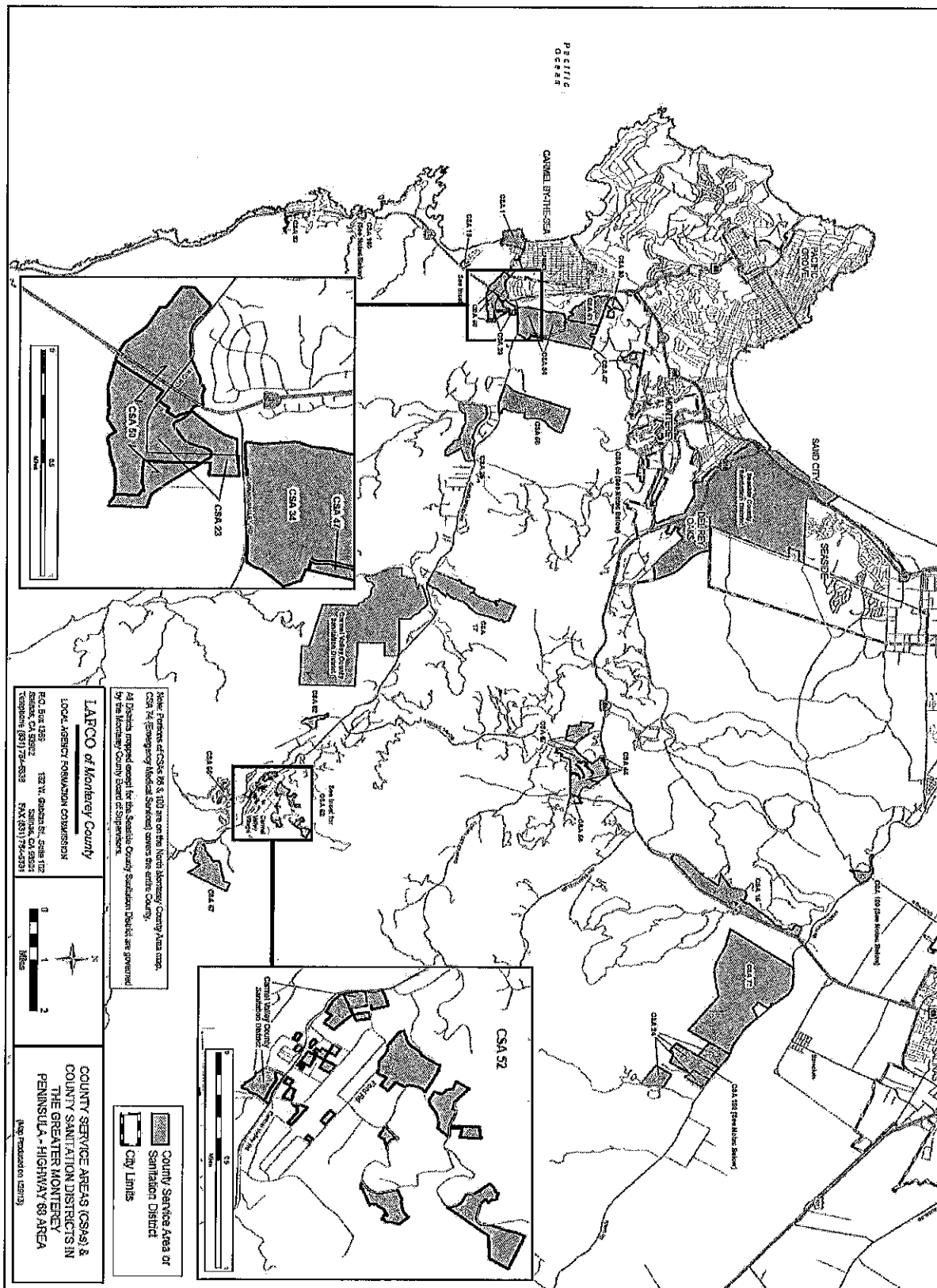


LAFCO of Monterey County
 LOCAL AGENCY FORMATION COMMISSION
 P.O. Box 1369 132 W. Gabilan St., Suite 102
 Salinas, CA 93902 Salinas, CA 93901
 Telephone (831) 754-5838 FAX (831) 754-5831



**COUNTY SERVICE AREAS (CSAs) &
 COUNTY SANITATION DISTRICTS
 IN NORTH MONTEREY COUNTY**

(Map Produced on 2/6/13)



– End of Attachment A –

ATTACHMENT B

CSA AUTHORIZED/ENABLED & ACTIVE SERVICES LIST

Inventory of Monterey County Service Areas Enabled and Active Services

| CSA Number | Location | Street Lighting | Storm Drain & Surface Water | Street & Sidewalk Maintenance | Park/Recreation/ Parkway Facilities | Levee Maintenance | Sewage Facilities |
|------------|---------------------------------------|-----------------|-----------------------------|-------------------------------|--|-------------------|-------------------|
| 1 | Carmel Point | A | E | E | E | | E |
| 9 | Oak Park | A | A | E | E | | E |
| 15 | Sierra Village | A | A | A | A | | E |
| 17 | Rancho Tierra Grande | E | A | E | A | | E |
| 19 | Carmel Meadows | E | A | E | E | | E |
| 20 | Royal Estates | A | A | E | E | | E |
| 23 | Carmel Rancho | A | A | A | E | | E |
| 24 | Pedrazzi Subdivision / Indian Springs | E | A | E | E | | E |
| 25 | Carmel Valley Golf & Country Club | A | A | A | E | | E |
| 26 | New Moss Landing Heights | A | E | E | E | | E |
| 30 | Rancho Mar Monte | E | A | E | E | | E |
| 31 | Aromas Hills Subdivision | E | A | E | E | | E |
| 32 | Green Valley Acres / Moon Subdivision | A | A | E | E | | E |
| 33 | Coast Ridge / Carmel Sur | E | A | E | E | | E |
| 34 | Rancho Rio Vista / Carmel Knolls | E | A | E | E | | E |
| 35 | Paradise Park / Rancho Borromeo | A | A | E | E | | E |
| 37 | Colonial Oaks Estates | E | A | E | E | | E |
| 38 | Paradise Lake Estates | E | A | E | E | | E |
| 41 | Gabilan Acres / Boronda | A | E | E | E | | E |
| 44 | Corral de Tierra Oaks 1/2/3 | A | A | A | E | | E |
| 45 | Oak Hills & Oak Hills - Open Space | A | A | E | A | | E |
| 47 | Carmel Views / Mar Vista | A | A | A | E | | E |
| 50 | Rioway Tract No.2 | E | A | E | E | A | E |
| 51 | High Meadows | A | A | E | E | | E |
| 52 | Carmel Valley Village | E | A | E | E | | E |
| 53 | Arroyo Seco | | A | | | | |
| 54 | Manzanita / Sarsi Subdivisions | E | A | E | E | | E |
| 55 | Robles Del Rio | E | A | E | E | | E |
| 56 | Del Mesa Carmel | E | A | A | E | | E |
| 57 | Los Tulares Subdivision | E | A | E | E | | E |
| 58 | Vista Dorado | A | A | E | E | | E |
| 62 | Rancho Del Monte 14 | E | A | E | E | | E |
| 66 | Oak Tree Views | A | A | A | A | | E |
| 67 | Corral de Tierra Oaks 4 | A | A | A | E | | E |
| 68 | Vierra Canyon Knolls | E | A | E | E | | E |
| 72 | Las Palmas Ranch | E | A | E | E | | E |
| 75 | Chualar Consolidated | A | A | E | E | | A |
| 10 | Laguna Seca Ranch (INACTIVE) | | | | | | |
| 59 | Ralph Lane (INACTIVE) | | | | | | |

– End of Attachment B –

**EXHIBIT B – INCORPORATION OF RFP #10782, ADDENDUM NO. 1 TO RFP #10782, AND
PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) #10782 Engineering Services for County Service Areas & County Sanitation Districts for County of Monterey Public Works, Facilities, & Parks (PWFP), issued December 24, 2020. Harris & Associates, Inc. submitted a responsive and responsible proposal to perform the services listed in the RFP.

The aforementioned RFP, Addendum No. 1 and the proposal documents submitted by Harris & Associates, Inc. are hereby incorporated into the Agreement by this reference.

The aforementioned RFP, Addendum No. 1, and the proposal documents submitted by Harris & Associates are on file with PWFP.

EXHIBIT C – 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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/09/2021

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 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 LIC #0757776 800-877-4560 HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524 USA INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Suite 500 Concord, CA 94520 USA | CONTACT NAME: PHONE (A/C, No, Ext): 925 609-6500 FAX (A/C, No): 925 609-6550 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER B: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER C: CONTINENTAL INS CO</td> <td>35289</td> </tr> <tr> <td>INSURER D: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: VALLEY FORGE INS CO | 20508 | INSURER B: CONTINENTAL CAS CO | 20443 | INSURER C: CONTINENTAL INS CO | 35289 | INSURER D: TRAVELERS PROP CAS CO OF AMER | 25674 | INSURER E: | | INSURER F: | |
|---|---|-------------------------------|--------|--------------------------------|-------|-------------------------------|-------|-------------------------------|-------|--|-------|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: VALLEY FORGE INS CO | 20508 | | | | | | | | | | | | | | |
| INSURER B: CONTINENTAL CAS CO | 20443 | | | | | | | | | | | | | | |
| INSURER C: CONTINENTAL INS CO | 35289 | | | | | | | | | | | | | | |
| INSURER D: TRAVELERS PROP CAS CO OF AMER | 25674 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 535045246
REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|-----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | 6072176739 | 08/01/20 | 08/01/21 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: 0 | | BUA 6076590520 | 08/01/20 | 08/01/21 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | CUE 6076590551 | 08/01/20 | 08/01/21 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N/A | UB-8K458448-20-43-G * | 08/01/20 | 08/01/21 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | PROFESSIONAL LIABILITY Claims-Made | | AEH591891588 | 08/01/20 | 08/01/21 | Per Claim 10,000,000 Aggregate 10,000,000 Ded. Each Claim 150,000 |

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

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

General Liability and Auto Liability Additional Insured status granted, if required by written contract/agreement, per attached forms CNA75079XX 1016 and CNA63359XX 0412 (pg. 1, I.A.3).

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

RE: Engineering svcs for Service Areas, Sanitation Districts, Public Works, Facilities & Parks (RFP 10782)

CERTIFICATE HOLDER
CANCELLATION

| | |
|--|---|
| 120-0764 (2027) Monterey County Public Works, Facilities & Parks 1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527 USA | 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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ACORD 25 (2016/03)

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 smandilag
535045246



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Insured Name: Harris & Associates Inc.

Policy No: 6072176739

Effective Date: 08/01/2020



**Business Auto Policy
Policy Endorsement**

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II - WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2020



Business Auto Policy Policy Endorsement

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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Business Auto Policy Policy Endorsement

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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**Business Auto Policy
Policy Endorsement**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Endorsement Expiration Date:

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Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2020

**Business Auto Policy
Policy Endorsement****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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: 08/01/2020

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2020

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8K458448-20-43-G

**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 2.00 % 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 _____