Attachment A

Docusign Envelope ID: BC27599F-6233-8DB7-8397-393DBFCEACEA

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

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:
CONSOR North America, 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
Bridge Design Services for the Boronda Road Bridge Replacement Project, Request for Proposals (RFP) #10964

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 $ 835,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 18, 2026 to August 17, 2029, 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 Federal Provisions
Exhibit C Incorporation of RFP #10964, Addendums No. 1 and 2 to RFP #10964, and Proposal Documents

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

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Initial MGP

All services will be performed with the care and skill ordinarily used by members of the CONTRACTOR's profession practicing under similar circumstances at the same time and in the same locality.

8/3/2026 | 10:08 AM PDT

DS MGP 7/31/2026 | 5:17 PM EDT

Contractor's Initials/Date

Initial 7/31/2026 | 1:47 PM EDT

Contractor's Initials/Date

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. ^

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

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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: (defense obligation or)

CONTRACTOR shall indemnify, defend and hold harmless County, its officers, officlias, agents,employees, and volunteers from and against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, officials. employees, agents, volunteers or subcontractors, 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 officers, officials, agents, employees and volunteers from and 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 officers, officials, employees, agents, volunteers, or subcontractors, excepting only liability arising from the sole negligence, or willful misconduct of County, or defect in a design furnished by County.

9. 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 Division, 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 coverages, 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 A.M.

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Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, Broad form 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, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 Other 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.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:
The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 (5) 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 always 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, officials, employees, agents, volunteers, 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.

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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.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such

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documentation is prepared.

14. **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.

15. **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
Edgard E. Rizo, EIT
Name
Assistant Engineer
Title
1441 Schilling Place, 2nd Floor, Salinas, CA 93901
Address
(831) 755-5158
Phone

FOR CONTRACTOR
Tyler Eaton, PE
Name
Senior Engineer
Title
2868 Prospect Park Drive, Suite 250, Rancho Cordova, CA 95670
Address
(916) 368-9181
Phone

16. **MISCELLANEOUS PROVISIONS.**

16.01 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.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 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.

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, officials, employees, agents, volunteers, and subcontractors acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 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.

16.07 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.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 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.

16.12 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.

16.13 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.

16.14 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.

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16.15 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.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY
By:
County Purchasing Agent[1]
Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[2] Susan K. Blitch, County Counsel
By: Signed by: Mary Grace Perry, Deputy County Counsel C83342707AC641C...
County Counsel
Date: 8/3/2026 | 10:08 AM PDT
Approved as to Fiscal Provisions[3]
By: DocuSigned by: Patricia Ruiz E79EF04E07454F8...
Auditor-Controller
Date: 8/3/2026 | 9:42 AM PDT
Reviewed as to Liability Provisions[4] Office of the County Counsel-Risk Management
By: DocuSigned by: David Bolton 3EZA6EF11TQD8446...
David Bolton, Risk Manager
Date: 7/31/2026 | 3:35 PM PDT

CONTRACTOR
CONSOR North America, Inc.
Contractor/Business Name*
By: DocuSigned by: Mark L. Reno E8733F3DA78F4A5...
Date: 7/31/2026 | 5:17 PM EDT
(Signature of Chair, President, or Vice-President)
Mark L. Reno, Vice President
Name and Title
By: Signed by: 796A4D0F8EBD4B2...
Date: 7/31/2026 | 1:47 PM EDT
Mindy Shimanek, Secretary
Name and Title (Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute 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.

1Approval by the County Purchasing Agent or designee is required.
2Approval by the office of the County Counsel is required.
3Approval by Auditor-Controller or designee is required.
4Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
CONSOR North America, 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 for the Boronda Road Bridge Replacement Project (Project), as set forth below:

The following scope was revised based on discussions with County on 4/14/26, 4/29/26, and 05/01/26 to reduce the Project delivery budget to be more consistent with the Highway Bridge Program (HBP) Preliminary Engineering (PE) funds that were authorized for this Project. Portions of the scope included for project management, surveying, environmental, bid support, and design tasks were either reduced, removed, or were reconfigured as Optional Tasks accordingly. It is understood that the detailed scope and budget required for the Project beyond what is included in this scope shall be negotiated at a later date.

Phase 1 - Preliminary Engineering

TASK 1. - PROJECT MANAGEMENT

Task 1.1. - Project Controls

CONTRACTOR shall manage the Project Team, monitor schedule and budget, and prepare monthly progress reports and invoices.

CONTRACTOR shall develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with County throughout the Project as appropriate.

Task 1.2. - Kick Off Meeting and Field Investigation

CONTRACTOR shall coordinate an initial field review with County Project Manager (PM) and other Project Stakeholders to review the proposed Project and to highlight and record significant Project features. CONTRACTOR shall conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. CONTRACTOR shall review as-built information as available. CONTRACTOR understands no as-built information is available for the existing structure. CONTRACTOR's PM and Project Engineers shall attend kick off and on-site field review meetings. It is assumed the kick off meeting will be held virtually (Microsoft Teams), with the on-site field review meeting scheduled to occur as soon as possible after the kick off meeting.

Task 1.3. - Progress Meetings

CONTRACTOR's PM and appropriate staff shall meet with County PM and others as necessary to manage and deliver the Project. One (1)-hour meetings shall be scheduled virtually bi-monthly

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to keep County informed of the status of the Project and to gain timely decisions from County. Initially, more frequent meetings should be required and should be scheduled on an as needed basis. CONTRACTOR shall prepare meeting agendas and meeting notes in a format specified by County. CONTRACTOR assumes a total of twenty (20) meetings. CONTRACTOR assumes a one (1)-hour duration per virtual meeting (Microsoft Teams) attended by the CONTRACTOR's PM and Project Engineers for the bi-monthly progress meetings.

Additionally, CONTRACTOR anticipates virtual milestone meetings at the completion of PE, 65% Design, and 95% Design to review and address County comments. For the milestone virtual meetings, CONTRACTOR assumes a one (1)-hour duration per meeting for the CONTRACTOR's PM and Project Engineers. CONTRACTOR assumes a total of three (3) milestone virtual meetings.

All meetings will be held virtually (Microsoft Teams) unless otherwise specified.

Task 1.4. – Public Outreach (Optional)

CONTRACTOR understands that County will be conducting public outreach during the delivery of the Project. If requested by County, CONTRACTOR shall provide technical support throughout the public outreach process. This support may consist of providing visual display boards and attending public meetings. Detailed scope and budget required for this task shall be negotiated at a later date if requested by County.

Task 1. Deliverables:

- Meeting notes and meeting agendas
- Monthly updated Project schedule
- Monthly progress reports

TASK 2. - 35% DESIGN — PRELIMINARY ENGINEERING

Task 2.1. - Preliminary Bridge Design

CONTRACTOR shall evaluate the roadway alignment as well as address hydraulic constraints, debris load, constructability, utility conflicts and relocation, right-of-way considerations, geotechnical constraints, environmental considerations, maintenance, schedule, and cost.

Conceptual level cost estimates shall be provided. CONTRACTOR shall consider how the Project will be constructed and whether a detour, low water crossing or temporary bridge will be required. Road closures shall be minimized to the extent possible. CONTRACTOR shall explore the feasibility of a staged construction along the existing alignment, with one (1) lane remaining open to traffic at all times and constructing in two (2) stages, and a full closure of the Boronda Road Bridge with a detour alignment south of the bridge utilizing a temporary bridge to cross the Carmel River.

CONTRACTOR assumes that up to two (2) roadway alignment alternatives (discussed above) and up to two (2) different bridge alternatives will be evaluated.

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Task 2.2. - Type Selection Report

After concurrence from County on the recommended design (preferred alternative), CONTRACTOR shall prepare a Type Selection Report for review and approval by the California Department of Transportation (Caltrans). PE includes layouts of the Project to an approximate 35% level of completion.

CONTRACTOR shall develop a preliminary design of the Project including:

- Geometric alignment of the roadway, vertical and horizontal profiles
- Bridge span length and width
- Proposed bridge superstructure and substructure type
- Proposed detour alignments, if applicable
- Preliminary hydraulic considerations
- Preliminary foundation concepts
- Preliminary slope stability considerations
- Draft construction schedule
- 35% Plans
- 35% Design Cost Estimate
- Utility relocation concept sketches
- Right-of-way considerations and preliminary cost estimates

The Type Selection Report will include a discussion of the design criteria for the Project, anticipated design exceptions, seismic, foundation, hydraulic, and right-of-way requirements, falsework and aesthetic considerations, detour or traffic handling requirements and alternatives, utility conflicts and relocation, and construction cost and staging. Anticipated construction methods will be identified in the report and coordinated with the project geometry. The report will provide recommendations for the selected roadway alignment and bridge structure types, with discussion of the pros and cons for each alternative. 35% level construction cost estimates will be included, in a format specified by County. Type Selection documents will be submitted to County for review and approval.

CONTRACTOR assumes one (1) Type Selection meeting will be required with Caltrans, and that Caltrans "Type Selection Procedure Guidelines for HBP Projects" will need to be followed for the development of the Type Selection Report to obtain conceptual approval from Caltrans Structures Local Assistance (SLA) and HBP Managers. CONTRACTOR assumes a two (2)-hour duration for the Type Selection meeting will be required and will be attended by CONTRACTOR's PM and Project Engineers.

Task 2. Deliverables:

- Type Selection Report (Draft and Final)
- 35% Construction Cost Estimates
- 35% Plans

Task 2.3. - Preliminary Right-of-Way Estimate (Optional)

Current procedures for the development of the Type Selection Report provided by Caltrans HBP Managers and SLA require that right-of-way costs be included in the assessment of each alternative.

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Accordingly, CONTRACTOR proposes that Monument, CONTRACTOR's subcontractor, provide the following services:

Monument will coordinate with the design team to identify right-of-way acquisitions resulting from the proposed improvements. Additionally, Monument will provide information about existing conditions within the project limits, including land use, and any existing rights or encumbrances known to exist on the affected properties. The specific steps Monument will take to determine impacts and estimate costs are as follows:

- Perform a Geographic Information Systems (GIS) analysis to identify property and rights potentially affected by the proposed design
- Use publicly available data and other real estate resources to confirm the ownership, land use, zoning, lot size, and improvements for each affected property
- Perform a desktop inspection of properties to confirm the probable acquisition type (fee, easement, temporary construction easement, etc.) including identifying existing uses or personal property to be relocated (if any).
- Calculate the fee and/or easement area (including temporary construction easements) that will need to be acquired for each impacted property using design data and assessor boundary information
- Estimate the total capital cost of acquisition for all parcels including real estate costs, relocation assistance, severance damages, loss of goodwill, fixtures and equipment, demolition and clearance as appropriate
- Estimate the total support cost for all parcels including appraisal fees, condemnation costs, title and escrow fees, environmental fees, and Monument fees as necessary
- Escalate costs to anticipated right-of-way acquisition date
- Prepare a draft Right-of-Way Requirements Memorandum detailing the required property and rights, as well as the estimated cost of acquisition
- Update and finalize the Right-of-Way Requirements Memorandum based on comments from the design team and County.
- Right-of-way information gathered during preparation of the Memorandum may also be used to supply information for environmental analysis as necessary.

Task 2.3 Deliverables:

- Right-of-Way Requirements Memorandum addressing each build alternative and including supporting data.
- Right-of-Way Cost estimate including detailed spreadsheet of all cost categories considered, support for cost assumptions (comparable sales, etc.) and any other primary research used to develop cost estimates.

Assumptions:

- Cost estimates will be prepared for a maximum of two (2) build alternatives with up to two (2) design options per alternative.
- Design team will provide new proposed right-of-way limits (permanent and temporary) in ArcGIS Shapefile or CAD format, or PDF with proposed acquisition areas pre-calculated.
- Design and environmental teams will be available to review proposed right-of-way acquisitions and answer questions about potential impacts.

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- Updates to cost estimates based on mid-stream design changes necessitating rework will require an amendment to this Agreement.
- Additional supporting information including utility conflict/cost information, right-of-way engineering data, milestone schedule information, Hazardous Materials testing data, etc. to be provided by Design Team.

TASK 3. – SURVEY

Whitson Engineers (Whitson), CONTRACTOR's subcontractor, will provide the following scope. These tasks have been segregated to be more consistent with the PE and Right-of-Way HBP funding categories. Services associated with right-of-way surveying are provided as Optional Tasks as County will be providing these services.

Task 3.1. - Preliminary Engineering Survey

Task 3.1.1. - Survey and Mapping

All survey work shall be performed under the responsible charge of a California licensed Professional Land Surveyor (Surveyor) who will execute the Project "Acknowledgment of Survey Monument Preservation Responsibility" form. A copy of said executed form shall be delivered electronically to County Surveyor, Michael Goetz at goetzmk@countyofmonterey.gov.

Provide aerial and ground surveys including:

- Color ortho image with 0.25' pixel resolution, Digital Terrain Model (DTM), contours, and a "surface" in AutoCAD Civil 3D. This aerial map shall be compiled to the Base Map. Whitson will use an Unmanned Aerial Vehicle (UAV) for data collection in the field.
- Ground control for the aerial map and all control for the "densification" of the aerial map. The Project control shall be established by a static occupation and processed using National Geodetic Survey (NGS) Online Positioning User Service (OPUS) with the horizontal datum being the North American Datum of 1983, National Adjustment of 2011, Epoch date of 2010.00, abbreviated NAD83(2011) Epoch 2010.00. The projection used shall be the California Coordinate System of 1983 (CCS83), Zone 4. The vertical datum shall be NAVD88. All coordinate values of the control on the ground shall be on said horizontal and vertical datums. Sufficient control points shall be established and with some set-in strategic locations to survive the start of the construction phase, roughly five (5) years into the future. The survey control points shall be compiled to the Base Map, and the Survey Base Map deliverable shall include a Survey Control Sheet showing the location and coordinates of these control stations. The control sheet shall show locations with aerial imagery as a background so that their locations can easily be ascertained. Provide ground surveys and mapping for areas in dense vegetation, under and on the temporary bridge, geotechnical investigation bore holes, conforms, surface evidence of underground utilities, overhead wire locations near the existing crossing and one hundred feet on each side of the existing crossing.
- Whitson will collect available data from the local utility companies per American Society of Civil Engineers (ASCE) Quality Level C (surface utilities plus record utility research) for the Project area and integrate the information into the Project base map. CONTRACTOR recommends that County request an Underground Service Alert (USA) location prior to the survey in order to facilitate the location of additional utility installations.
- Include all grade breaks, one (1) foot grade contours, tops and toes in the dirt areas.

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- Include hardscape features, such as roadway sections, edge of pavement, lane striping, crown of road, trees (greater than six (6)-inch diameter at breast height), mailboxes, roadside signs, existing bridge deck, corners, soffit, piers, and abutments, guard railing, manholes, pipe inverts, wing walls, and fences.
- Field survey point densification in the vicinity of the Project's construction footprint: existing bridge, road and channel locations.
- Ordinary High-Water Mark (OHWM) shall be shown within the study area. The OHWM shall be established in accordance with Army Corps of Engineers (ACOE) guidelines by the CONTRACTOR and these marks shall be located by the Surveyor.

All features will be separated by layer and labeled for ease of use.

Task 3.1.2 - Hydraulic Cross Sections

Surveyor shall survey channel cross sections in sufficient number and detail, upstream and downstream of the crossing, necessary to perform hydraulic analysis for preparation of a location hydrology and hydraulics study. These cross sections shall be compiled to the Base Map and provided in a data format compatible with the hydraulic/hydrologic analysis.

Whitson will provide field surveying and mapping for a total of eleven (11) cross-sections. Cross-sections will be obtained within 500 feet upstream and downstream of the existing bridge. Cross sections will be limited to obtaining data within the riparian corridor; data outside the riparian corridor (approximately 100 feet to 300 feet in width) will utilize available Light Detection and Ranging (LiDAR) data.

Task 3.1.2. Deliverables:

- Cross-section survey data and available LiDAR data in DWG format.

Task 3.1.3. - Base Map

Provide a Base Map to be used as the basis for design of the Project. The Base Map shall be delivered in AutoCAD Civil 3D compatible DWG format.

Task 3.1.3. Deliverables:

- Survey Base Map in AutoCAD Civil 3D DWG format and PDF map of the survey data

Task 3.2. - Right-of-Way Survey (Optional)

Task 3.2.1. - Right-of-Way Establishment (Optional)

Surveyor shall perform a complete boundary retracement survey to accurately determine County road right-of-way within the Project limits. Sufficient survey monuments and other survey evidence shall be found and tied into the survey. This may require the survey to extend outside the Project limits. This right-of-way shall be compiled to the Base Map.

Task 3.2.1. Deliverables:

- Right-of-Way Survey Map

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Task 3.2.2. - Easement Plotting (Optional)

Provide re-establishment of recorded easement deeds (per review of the preliminary title reports). Easement locations shall be shown on the Base Map. Procure preliminary title reports for nearby assessor parcels. Whitson will obtain up to ten (10) title reports for properties abutting County right-of-way.

Task 3.2.2. Deliverables:

- Easement Survey Map

Task 3.2.3. - Survey Monument Preservation and Pre- Construction Record of Survey (Optional)

Surveyor shall perform a pre-construction field survey in compliance with California Business and Professions Code Section 8771(b). All monuments of record and any found that are not of record shall be located and referenced prior to construction, and a pre-construction Record of Survey shall be filed with the County Recorder. By graphics and notation, the Record of Survey shall show the methods used to re-establish County road right-of-way lines along with the survey control points set for the Project. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a pre-construction survey and documentation. County will waive the checking and recording fees for this map.

Task 3.2.3. Deliverables:

- Pre-construction Record of Survey

Task 3.2.4. - Survey Monument Preservation and Post- Construction Record of Survey (Optional)

Surveyor shall perform a post construction field survey in compliance with California Business and Professions Code Section 8771(c). The survey shall set or reset monuments to perpetuate the location of monuments or points shown on the pre-construction survey. Monumentation will include at least two (2) permanent monuments set in the road surface on the centerline of the right-of-way of Boronda Road. Whitson will set up to six (6) monuments sufficient to retrace the new County right-of-way. A Record of Survey showing the post-construction survey shall be filed with County Recorder. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a post-construction survey and documentation. County shall waive the checking and recording fees for this map.

Task 3.2.4. Deliverables:

- Post-construction Record of Survey

Task 3.2.5. – Legal Descriptions and Exhibits (Optional)

Provide plats and legal descriptions with exhibits graphically showing the areas described. The legal description shall be used for the acquisition of new right-of-way by County and/or joint use agreements. County will conduct appraisals and acquisitions. Whitson will prepare legal descriptions and exhibits for up to five (5) right-of-way acquisitions/construction easements.

Task 3.2.5. Deliverables:

- Legal Descriptions and Plats (total of five [5])

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Assumptions:

- Whitson assumes the in-river survey work will be performed during dry months when river levels allow for accurate, accessible surveying within the river channel and riparian corridor.
- Whitson understands that County will secure permission from property owners to access their properties, conduct surveys and establish control points. Whitson will coordinate its activities with County to secure permission for access.
- Schedule delays due to lack of access, inclement weather or other factors beyond Whitson reasonable control may require an adjustment to the survey schedule.
- Traffic control for survey work is not included beyond what a two (2)-person field survey crew can implement. If additional traffic control is required by a local or state agency for field surveying, it will be considered an additional service.
- Ground survey cross sections will be limited to obtaining data within the riparian corridor; data outside the riparian corridor will utilize publicly available LiDAR data.

TASK 4. - GEOTECHNICAL INVESTIGATIONS

Parikh Consultants, Inc. (Parikh), CONTRACTOR's subcontractor, will provide the following scope.

Task 4.1. - Geotechnical Data Collection

Pre-field activities include developing a field exploration plan, contacting USA, and notifying utilities as necessary. Parikh will review published geologic maps and readily available literatures for the site. Parikh's Field Engineer will mark the boring locations and contact the USA for utility clearance. A private utility locator is not included in the scope as the borings will be performed within public right-of-way.

CONTRACTOR shall provide traffic control, as necessary, for any field exploration. Based on Google Earth observations, full lane closure is not expected for field explorations. There appears to be open space in dirt areas beyond the travel way. Parikh will bring signage and cones for cautionary purposes. Traffic control is not included in the scope. It is assumed that the encroachment permits and rights-of-entry will be provided by County at no cost. Parikh will coordinate with the design team and County and provide necessary input or forms for the permit applications.

Boring locations and depths shall be determined based on the site investigation and bridge requirements. The proposed exploration program consists of two (2) borings at the proposed bridge abutment locations to about 80 feet (or 20 feet into bedrock) for the bridge replacement. The exploration program should be revisited when the bridge configuration and other design elements are confirmed to meet the American Association of State Highway and Transportation Officials (AASHTO) requirements to provide borings at each pier support of the proposed bridge. Parikh will collect a bulk sample of channel bank materials for scour evaluation.

It is assumed that the drill rig can cross the existing bridge without any issues. Both truck-and track-mounted drill rigs may be expected for field explorations. The anticipated boring locations will be near future abutments. Parikh will attempt to obtain a sample with hand tools near water edge to check gradation distribution for scour study.

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Please note that the actual boring locations are subject to utility conflicts and site access. Parikh assumes that the field exploration would be completed between regular business hours, i.e., no night work. If drilling activities take longer due to unforeseen conditions, an additional budget will be needed.

Parikh's Field Engineer will classify and log the subsurface soil and rock conditions encountered in the test borings at the time of drilling. The Global Positioning System (GPS) coordinates will be recorded using the cellphone. Parikh's scope does not include a survey of the locations.
CONTRACTOR shall perform laboratory tests on selected samples collected from drilling. Testing shall be performed in accordance with the applicable American Society for Testing and Materials (ASTM) or Caltrans standards. Selected soil samples obtained during field exploration shall be tested in a Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. The types and numbers of tests may vary depending on the results of the field exploration program. Laboratory tests will be performed on representative soil and rock samples, such as moisture contents, densities, particle size analyses, plasticity index (basic soil characteristics), corrosion tests (pH, sulfate, chloride, and resistivity), and strength tests as deemed necessary. Parikh has included one (1) R-value test for the pavement design.

Task 4.1.1 – Additional Geotechnical Data Collection (Optional)

Parikh will perform drilling for additional borings and perform laboratory testing consistent with the scope included in Task 4.1 if requested by County. It is anticipated that up to two (2) additional borings would be required at each proposed bridge pier location. The detailed scope and associated costs for this task shall be negotiated at a later date, if requested by County.

Task 4.2. - Engineering Analyses

Based on Parikh's experience, the following engineering analyses is required for the proposed improvements:

- Seismic design criteria, i.e., the Acceleration Response Spectrum (ARS) curve, will be developed by using the Caltrans ARS online website per Caltrans Seismic Design Criteria (SDC) V2.1 and ARS Online V4.0. A site-specific Dynamic Ground Response Analysis (DGRA) is not anticipated to be required for this Project.
- Seismic hazards, such as seismic slope stability and liquefaction impact on design, including down-drag force, seismic settlement, lateral spreading of abutment slopes, or capacity reduction for pile design.
- Foundation design (axial/lateral analyses capacity for deep foundations, minimum pile embedment, pile spacing, group effect, specified pile tip elevation, and estimated pile settlement).
- Interaction with designer on impact from potential scour.
- Development of geotechnical parameters for LPILE analyses.
- Slope stability evaluation, including impact of lateral spreading if determined applicable.
- Lateral earth pressures for the abutment walls per Caltrans SDC 2.1.
- Foundation construction considerations for either pile driving or Cast-in-Drilled-Hole (CIDH) drilling conditions.
- Corrosion potential.
- Pavement design for the approach roadway.
- D50 grain size analysis of channel bank materials for scour evaluation

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Task 4.3. – Foundation Report

CONTRACTOR shall prepare the Foundation Report.
The Foundation Report shall include a description of the Project and analyses performed, field and laboratory data collected, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Foundation Report shall also include a discussion of local geology, slope stability, and potential for geologic hazards (seismicity, faulting, slope instability, settlement, and liquefaction).

The Foundation Report shall present final recommendations for design of the Project including seismic design criteria, bearing capacity and lateral earth-pressures for the Project's structures, slope gradients and setbacks, and geotechnical material specifications. Recommendations shall be made to support the new bridge structure and adjacent slopes that may be affected by the Project. Recommendations shall include foundation type (shallow or deep), abutments, retaining walls, etc. based on structure type chosen and as determined by geotechnical site condition requirements. Parikh will include a geotechnical scour evaluation and provide recommendations.

If deep foundations (piles) are needed, at a minimum the following shall also be included in the Foundation Report, as applicable:

- Recommended foundation type (CIDH or other).
- Liquefaction potential and the need to consider down- drag forces, seismic settlement, loads due to lateral spreading, or friction reducers in the pile design.
- Deep foundation analyses, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation, and estimated settlement. Lateral load versus deflection curve for selected pile foundations.
- Lateral loading on piles due to lateral spread, if determined appropriate by geotechnical seismic evaluation.
- Anticipated pile driving and/or CIDH pile drilling conditions for the foundation type selected.
- Lateral load resistance of pile foundations.

The Foundation Report shall identify the corrosion potential of foundation soil, reinforced concrete substructures, and structural steel based on test data and Caltrans design methods. The report shall also provide construction considerations regarding excavation characteristics of the soil and/or rock encountered, suitability of excavated on-site soil for reuse as compacted structural fill or structural backfill, temporary slopes, shoring, dewatering and/or stream diversions, and stability as well as requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property.

Task 4.3.1. - 35% Design – Preliminary Foundation Report

For the proposed bridge replacement, Parikh will prepare one (1) Preliminary Foundation Report (PFR) for the structure/ foundation type selection. The PFR will be prepared according to Caltrans guidelines. A Log of Test Borings (LOTB) will be prepared according to the Caltrans Soil and Rock Logging Manual.

Task 4.3.2. - Design – Draft Foundation Report

A Draft Foundation Report (DFR) will be prepared for the new bridge structure. The foundation recommendations will be developed based on the selected foundation and structure type and the

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demands provided by the structural engineer. The DFR will be prepared according to Caltrans standards. A LOTB will be prepared according to the Caltrans Soil and Rock Logging Manual.

Task 4.3.3. - 95% Design – Final Foundation Report

The Foundation Report will be updated based on the review comments and design changes. The LOTB sheets will be updated accordingly.

Task 4. Deliverables:

- PFR
- DFR
- Final Foundation Report

TASK 5 - HYDROLOGIC AND HYDRAULIC REPORT

Task 5.1. - Data Review and Field Reconnaissance

CONTRACTOR shall review available data, including previous studies provided by County and Project Team. Key information includes hydrologic and hydraulic data, County and Caltrans bridge inspection reports, and maintenance records for the Project site.

CONTRACTOR shall conduct field reconnaissance to assess existing conditions near the Project site.

Task 5.2. - Hydraulic Analyses

Statistical analysis of flow records for the nearby Carmel River at Robles Del Rio United States Geological Survey (USGS) stream gage will be performed to determine flow rates for design recurrence interval events. The results will be compared to effective peak flow rates to assess potential need for updates to effective hydrology.

CONTRACTOR shall analyze flow characteristics for existing conditions and the proposed bridge using United States Army Corps of Engineers (USACE) Hydrologic Engineering Center (HEC)-River Analysis System (RAS) Model (1D and 2D).

Proposed bridge must meet 50-year recurrence interval flow requirement with two (2) feet minimum of freeboard and zero (0) feet minimum over the 100-year flow.

Task 5.3. - Bridge Design Hydraulic Study Report

A concise Bridge Design Hydraulic Study Report shall be completed for the bridge that includes hydraulic information for the design, base and overtopping floods (discharges and water surface elevations), and recommendations regarding bank protection. CONTRACTOR shall estimate the size and type of debris in the channel. The Bridge Design Hydraulic Study Report shall identify potential scour depths along the channel to assess the stability of the existing stream channel slopes and future stability of the bridge along with any other relevant hydraulic considerations necessary to design the bridges.

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Task 5.4. - Bridge Location Hydraulic Study

CONTRACTOR shall prepare a study assessing floodplain risk for the Boronda Road Bridge, including technical discussions and the standard Summary of Floodplain Encroachment Form.

Task 5.5. - Scour Analysis

CONTRACTOR shall analyze scour potential per Federal Highway Administration's (FHWA) HEC-18 and HEC-23 Manuals, providing recommendations on scour countermeasures as part of the Bridge Design Hydraulic Study. CONTRACTOR shall use the D50 grain size analysis and other recommendations provided by Parikh, to evaluate scour and provide recommendations.

Task 5. Deliverables:

- Bridge Location Hydraulic Study (Draft and Final)
- Bridge Design Hydraulic Study Report (Draft and Final)

TASK 6 - ENVIRONMENTAL SUPPORT

A Preliminary Environmental Study (PES) has been prepared for the Project. CONTRACTOR shall prepare the required National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental documents for the Project.

SWCA Environmental Consultants (SWCA), CONTRACTOR's subcontractor, will provide the following scope.

Task 6.1. - Noise Memorandum

Based on the current PES checklist, the proposed Project will require a construction-related noise technical Memorandum. Residences in the immediate vicinity may be subject to short-term increases in noise and vibration associated with demolition of the existing bridge and construction of new foundations. The extent of these impacts will depend on the specific construction methodologies employed. SWCA will coordinate with AMBIENT Air & Noise Consulting to prepare the required Memorandum.

The Memorandum will provide a description of the existing noise environment, including identification of nearby noise sources and noise-sensitive receptors, based on site reconnaissance and available data. Relevant background information, including noise fundamentals, descriptors, and the applicable federal, state, and local regulatory framework, will be summarized to provide context for the analysis. To establish baseline conditions, one (1) long-term and up to four (4) short-term noise measurements will be conducted at representative locations.

Sensitive receptors in proximity to the Project area will be identified, with consideration given to topographic barriers and distance from construction activities. The assessment will evaluate potential noise and vibration impacts resulting from demolition and construction, including characterization of equipment noise levels and calculation of predicted noise levels at nearby receptors. Ground borne vibration levels commonly associated with construction equipment will be discussed, referencing typical thresholds for structural damage and human annoyance.

For long-term (operational) noise impacts, traffic noise modeling will be conducted using the FHWA roadway noise prediction model and available traffic data. Modeled traffic noise levels and distances to noise contours for affected roadway segments will be summarized in tabular format.

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Predicted increases in traffic noise, in comparison to non-project conditions, will be quantified and discussed. The compatibility of proposed land uses will be evaluated in relation to applicable General Plan noise standards.

The significance of both noise and ground borne vibration impacts will be determined in comparison to applicable standards. Where potentially significant impacts are identified, appropriate mitigation measures will be proposed. The effectiveness of these measures will be evaluated and discussed to ensure compliance with regulatory requirements and support informed decision-making for the Project.

Task 6.2. - Visual Impact Assessment

SWCA will prepare a Visual Impact Assessment (VIA) Technical Report, which will include identification and documentation of visibility, policy consistency analysis, and qualitative and quantitative assessment and documentation of potential visual effects, consistent with Caltrans VIA Memorandum outline and policy, and with CEQA Guidelines and NEPA requirements.
The primary purpose of the visual analysis will be to accurately portray the Project, facilitate informed decision making and public disclosure. SWCA's VIA is designed to identify existing visual resources/values and regulatory objectives related to the Project and the surrounding area and identify the Project's potential effects on those resources. The goals and objectives of the visual analysis will be to:

- Identify where the Project may be visible in the surrounding landscape.
- Identify and describe existing visual resources within the area of visual effect.
- Identify public Key Views (KVs) from which the Project may be viewed using field verified visibility inventory and/or agency input as applicable.
- Analyze the potential visual effects of the Project as proposed, consistent with Appendix G of the CEQA Guidelines, Caltrans Standard Environmental Reference (SER) and applicable County policy.

All data and information gathered and analyzed will be used to prepare a comprehensive technical report using Caltrans VIA Memorandum level of analysis and outline. Based on the Caltrans Memorandum annotated outline, the VIA will present the background for visual resources impact methodology, State CEQA Guidelines, and other local regulatory visual guidance. The VIA will identify and compare the Project to the regulatory context, policies, and ordinances. The report will be comprised of an introduction, including the report purpose and project description; a description of the project setting and Area of Visual Effect; consistency with visual character and quality. Graphics will support the visual assessment. The VIA will discuss relevant visual policy as it relates to viewer and viewpoint sensitivity and include a thorough and specific evaluation of potential impacts sufficient to facilitate agency and public understanding. If necessary, measures will be identified to minimize potential impacts to the visual environment.

Task 6.3. - Traffic Technical Memorandum

CONTRACTOR shall prepare a Traffic Technical Memorandum in support of the Plans, Specifications and Engineer's Estimate (PS&E) phase for the proposed Project. The Memorandum will assess existing and projected traffic conditions, evaluate potential construction-related traffic impacts, and outline appropriate traffic management strategies. Content and level of detail will be developed in consultant with Caltrans and County to address their requirements and ensure alignment

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with applicable standards and guidelines. The Memorandum will be no longer than twelve (12) pages per guidance from Caltrans.

CONTRACTOR understands that County will provide an example Memorandum that was previously prepared for a nearby similar project that will reduce the level of effort for the preparation of the Memorandum. If the example Memorandum is not applicable for this Project, additional budget will be necessary to complete this task.

Task 6.4. - NEPA Documentation

The Project is subject to NEPA, with Caltrans serving as the Lead NEPA Agency. SWCA will prepare the following technical support documents to support Caltrans' NEPA determination.

Task 6.4.1. - Biological Resources Support

Task 6.4.1.1. - Biological Assessment

SWCA understands that the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) regulatory agencies have approved used of Programmatic Biological Assessments (PBA) and have issued Programmatic Biological Opinions (PBO) which can accelerate the Section 7 consultation process. SWCA will complete the worksheets for both regulatory agencies to confirm if the PBO's are applicable. However, based on SWCA's desktop review of the species list generated through the USFWS' iPac database, SWCA anticipates a USFWS Biological Assessment (BA) will be required for this Project.

A BA will be prepared in support of Section 7 consultation with the USFWS for listed species with potential to occur including California red-legged frog, south coast Distinct Population Segment (DPS) of foothill yellow-legged frog, Smith's blue butterfly, and proposed threatened southwestern pond turtle. In addition, Carmel River is designated critical habitat for steelhead (Oncorhynchus mykiss: south-central California Coast DPS). Caltrans recently finalized a Programmatic Biological Opinion (PBO) with NMFS for steelhead. A separate process has been developed, including a checklist with supplemental information, to be submitted to NMFS for early coordination. CONTRACTOR will work with County and Caltrans to determine if this Project can be covered under the newly issued PBO for steelhead or if a traditional BA will be required. If a traditional BA is required, SWCA will prepare a second BA for NMFS trust resources. Field work necessary to complete the USFWS BA assumes two (2) site-specific seasonally timed botanical surveys.

Task 6.4.1.2. - Aquatic Resources Delineation/Wetland Delineation

SWCA will prepare an Aquatic Resources Delineation Report following USACE guidance. A jurisdictional delineation report/map for the Project will be prepared so that temporary and permanent impacts related impacts to USACE, California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB) jurisdiction can be calculated. However, the report itself will not include preliminary impact calculations. With recent projects in San Luis Obispo County, CONTRACTOR has found that this simplifies the reports use for future permitting efforts. SWCA will field flag the locations of the OHWM for data collection by the Project survey team.

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Task 6.4.1.3. - Natural Environmental Study

Per recent Caltrans Local Assistance guidance, a Natural Environmental Study (NES) may not be necessary on projects that require the preparation of a BA. CONTRACTOR's Team assumes the NES will not be necessary on this Project. However, SWCA will prepare a Biological Resources Assessment to address potential impacts to biological resources covered under NEPA and CEQA. Caltrans District 5 Local Assistance recently accepted a streamlined NEPA specific biological technical Memorandum to clear NEPA. CONTRACTOR recommends County take a similar approach to streamline the NEPA review process.

Task 6.4.2. - Cultural Resource Studies

SWCA will prepare technical support documents to support Caltrans' NEPA determination and compliance with Section 106 and in coordination with the State Historic Preservation Officer (SHPO).

Task 6.4.2.1. - Archeological Survey Report

In compliance with the CEQA and National Historic Preservation Act (NHPA) Section 106, SWCA proposes to first conduct a records search for the proposed Project area at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS). SWCA assumes that a 0.25-mile search radius will be sufficient.

SWCA will prepare the Archaeological Survey Report (ASR) pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3). SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. SWCA will survey the Area of Potential Effect (APE). No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Upon completion of the field survey, SWCA will prepare the ASR which will document the results of the records search, Native American consultation, and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. This report will be submitted to County for review.

Task 6.4.2.2. - Historic Property Survey Report

SWCA will prepare a Historic Property Survey Report (HPSR) in support of Section 106 compliance for the NEPA document.

Task 6.5. - CEQA Documentation

SWCA will prepare an Initial Study (IS)/Mitigated Negative Declaration (MND) consistent with State CEQA Guidelines Section 15063, using County's preferred template.

Pursuant to Section 15063(d) and (f) of the State CEQA Guidelines, the IS/MND will include:

- A description of the project, including the location of the project.
- An identification of the environmental setting.
- An identification of environmental effects, including cumulative impacts, by use of an environmental checklist. SWCA will utilize the checklist provided in Appendix G of the State CEQA Guidelines and modify it, as necessary, to meet County's needs. The entries on the checklist will be adequately explained to show the evidence relied on to make the entry.

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- A discussion of the ways to minimize the potentially significant effects identified, if any. The IS/MND will include a generalized narrative or list of mitigation options.
- An examination of whether the Project would be consistent with existing zoning, plans, and other applicable land use controls.

Preparation of the IS/MND will include an assessment of all resources as required by State CEQA Guidelines Appendix G. CONTRACTOR assumes no technical studies beyond those listed in this scope will be required. If any additional information is needed to complete the project description and proceed with the environmental analysis, or if any significant impacts are identified during the analysis, CONTRACTOR will notify County immediately.

This task includes two (2) rounds of review by County. SWCA will prepare an administrative draft IS/MND for County review and will revise the IS/MND to respond to any comments made by County before preparing a revised "screen check" draft for final County approval. SWCA will prepare draft notices for public circulation of the IS/MND, including a draft Notice of Intent (NOI) to adopt an MND, Notice of Completion (NOC), State Clearinghouse Summary Form, and Mitigation Monitoring and Reporting Plan (MMRP). SWCA will produce and submit the documents to the State Clearinghouse, relevant agencies, and interested citizens on a mailing list to be developed by County. CONTRACTOR assumes County will coordinate posting of the appropriate notice at County Clerk's Office, publishing the notice in a newspaper of general circulation, and payment of associated fees.

This task will include drafting letters for the Assembly Bill (AB) 52 tribal consultation process, if requested by County, and CONTRACTOR assumes any actual consultation will be handled by County.

After the close of the 30-day public comment period on the Public Draft IS/MND, SWCA will review agency and public comments received by County during public circulation of the IS/MND. If requested by County, SWCA will prepare written responses to up to ten (10) substantive comments received on the IS/MND for the administrative record and to inform decision makers. If substantive comments are raised related to the information in supporting technical reports during public circulation of the IS/MND, SWCA will coordinate with County regarding any additional analysis needed to respond to such comments.

SWCA will incorporate any necessary clarifications and edits and prepare a Final IS/MND and MMRP. SWCA will provide one (1) electronic copy of the Final IS/MND and MMRP to County for review. SWCA will prepare a draft Notice of Determination (NOD) for County's review and assumes County will post the NOD at County Clerk's Office upon final project determination and facilitate payment of any associated filing fees.

TASK 7 - 65% DESIGN

Task 7.1. - 65% Plans

CONTRACTOR shall submit 65% plans, contract items list, and engineer's estimate to County. County will review the 65% submittal and submit comments to CONTRACTOR.

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CONTRACTOR shall create a log showing how all comments were addressed as part of the 95% submittal package.

CONTRACTOR shall prepare the roadway civil design to conform to standard Caltrans and County requirements. It is assumed the design average daily traffic (ADT) is less than 2,000, which will require that the AASHTO Low-Volume Guidelines be used. Caltrans will only fund the minimum standard width of roadway. Where applicable, the Caltrans Highway Design Manual and County standards will be reviewed and may be incorporated; however, if using these standards results in costs that exceed those based on AASHTO, those costs would be non-participating. It is assumed that Caltrans will not approve the implementation of additional bridge width for a sidewalk with HBP participating costs. If it is determined that the bridge will be constructed with additional width for the implementation of a sidewalk, either with participating or nonparticipating costs, additional budget will be required. The 65% submittal shall include the following roadway sheets (each sheet is one [1] sheet unless otherwise specified, nineteen [19] total sheets):

- Title Sheet
- Typical Sections
- Tree Removal and Trimming
- Project Control
- Layout
- Profile and Superelevation
- Construction Details (three [3] sheets)
- Temporary Creek Diversion and Dewatering Plan
- Drainage Plans
- Utility Plans and Details (two [2] sheets)
- Traffic Handling (two [2] sheets)
- Stage Construction
- Erosion Control Plan
- Pavement Delineation and Sign Plan
- Summary of Quantities

The 65% structure plans shall include the following sheets (each sheet is one [1] sheet unless otherwise specified, ten [10] total):

- General Plan
- Deck Contours
- Foundation Plan
- Abutment Layout
- Abutment Details
- Pier Layout
- Pier Details
- Typical Section
- Superstructure Details
- LOTB

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The plan sheets listed above are included in this scope, and additional sheets can be included if determined to be required by County. If additional sheets are required, the detailed scope and associated costs for the affected tasks shall be negotiated at a later date. CONTRACTOR anticipates the plan sheets that may need to be added include, but are not limited to, the following:

- Construction Details (additional)
- Drainage Details
- Drainage Profiles
- Utility Plans and Details (additional)
- Traffic Handling (additional)
- Temporary Detour Layout, Typical Cross Sections, and Profile
- Stage Construction (additional)
- Contour Grading
- General Notes
- Bridge Stage Construction
- Abutment Layout (additional)
- Abutment Details (additional)
- Superstructure Details (additional)
- Barrier Details (Caltrans Bridge Standard Details (XS) sheets)
- Pedestrian Railing Details
- Cover Plate for Pedestrian Walkways (XS sheet)

CONTRACTOR shall identify temporary easements and/or permanent right-of-way modifications to construct the Project by providing a right-of-way needs map to County.

The engineer's estimate shall be updated from the preliminary costs based on updated quantities and unit costs compiled from recent bid data and adjusted for County-specific construction costs.

The bridge design shall be in accordance with the AASHTO Load and Resistance Factor Design (LRFD) Specifications with Caltrans amendments and applicable sections of the Caltrans Structure Technical Policies (STPs), Bridge Design Memos (BDMs), Bridge Memos to Designers (those not superseded by STPs or BDMs), and Bridge Design Aids Manual. The design shall meet applicable County, Caltrans, FHWA, and AASHTO standards in effect at the time the design occurs.

Seismic design shall be performed in accordance with the applicable edition of the Caltrans Seismic Design Criteria. Detailing of plans shall be in accordance with Caltrans Design Details Manual. Both the design and detailing should be based on the use of the current Caltrans Standard Plans and Standard Specifications.

65% PS&E Deliverables:

- 65% Draft Plans in PDF
- 65% Engineer's Estimate of Construction Costs in Microsoft Excel
- Design Exceptions in Microsoft Word
- Right-of-Way Needs Map in PDF

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Task 7.2. - Design Exceptions (Optional)

CONTRACTOR shall prepare Project design exceptions, if necessary, for approval by County. Assume up to two (2) design exceptions. CONTRACTOR shall use the Caltrans Exhibit 11-F Sample Design Fact Sheet format.

Phase 2 - Final Design

TASK 8. - 95% PS&E

Task 8.1. - Independent Check

An independent design check shall be conducted before the 95% design submittals in accordance with Caltrans' design procedures. The plans shall be reviewed for compatibility between County design standards, all applicable Caltrans design manuals and standards, and AASHTO standards. The independent design check process involves a completely independent analysis of the Project using the 65% roadway and bridge plans by an engineer that has not been directly involved in the design. Based on the independent check and agreement to revisions by the checker and designer, the 65% plans will be revised and updated to generate 95% plans. The independent check comments and resolutions will be documented. The Geotechnical Engineer shall review the plans prior to the 95% Draft PS&E Submittal for compliance with the geotechnical recommendations.

Task 8.2. - Engineer's Estimate

Two (2) independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved, and the Marginal Estimate sheet will be prepared/updated.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from County and Caltrans, reflecting the location of the Project and the quantity of each item. The estimate will be segregated into two (2) categories: roadway and bridge. Non-participating costs, if any, will also be segregated.

Task 8.3. - 95% Specifications

CONTRACTOR shall prepare the technical specifications (Sections 10-99) based on the latest Caltrans Standard Special Provisions (SSPs). The basis of the specifications shall be the Caltrans Standard Specifications. County will provide "boiler plate" documents (Sections 1-9), including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits shall be included or referenced in the specifications. Should CONTRACTOR have special provisions within Section 1-9, CONTRACTOR shall coordinate with County to merge the specifications with their "boiler plate" and resolve any conflicts between them.

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Task 8.4. - 95% Design

The 95% plans shall be submitted to County based on comments received on the 65% submittal. The submittal shall include the PS&E of probable costs. A preliminary construction schedule shall be submitted. County shall review the 95% submittal and submit comments to CONTRACTOR. CONTRACTOR shall create a log showing how all comments were addressed as part of the final PS&E package submittal. The roadway plans shall be advanced to include construction area signs sheet, additional detailing for roadway conforms, grading, landscaping, drainage details, and additional structural details as needed. Utility plans and details will be updated to reflect the final condition of relocated utilities prior to construction.

95% PS&E Deliverables:

- 95% Draft Plans in PDF
- Technical Special Provisions in Microsoft Word
- Engineer's estimate of probable construction costs in Microsoft Excel
- Estimated construction schedule in Microsoft Project
- Independent Check Comments Log in Microsoft Word
- 65% County Comments Log in Microsoft Word

TASK 9. - 100% PS&E

Upon receipt of comments from the 95% PS&E submittal to County, and other jurisdictional agencies, which will be routed through County, final revisions shall be made. CONTRACTOR shall incorporate appropriate comments in the PS&E and log all comments and identify how each comment was addressed. The engineer's estimate shall be updated based on final quantities and unit costs updated based on the most recent bid data and adjusted for County-specific construction costs.

CONTRACTOR shall perform an independent Quality Assurance (QA)/Quality Control (QC) review of the Final 100% submittal package and incorporate appropriate revisions prior to submittal to County. The plans will be reviewed per Caltrans Memo to Designers 2-25. The QA/QC review will be performed by a senior level engineer for uniformity, compatibility, and constructability as well as conformance with the federal HBP requirements. CONTRACTOR shall update the plans and specifications to the Caltrans standards applicable at the time of Request for Authorization for Construction (RFA for CON). The Final submittal shall include a detailed construction schedule with an estimate of working days.

100% PS&E Deliverables:

- 100% Final Plans in PDF
- Electronic Microsoft Word file of specifications
- Final Technical Special Provisions signed by the Registered Engineer
- Electronic Microsoft Excel file of Construction Cost Estimate
- Estimated construction schedule with estimated working days calculation (Microsoft Project)
- Resident Engineer's File
- AutoCAD Project plans
- PDF copies of each deliverable stamped and signed by a licensed engineer as required

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TASK 10. - RIGHT-OF-WAY COORDINATION

CONTRACTOR understands that County will be providing services related to right-of-way appraisals and acquisitions.

Task 10.1. - Right-of-Way Coordination Support

CONTRACTOR shall provide support to County with the coordination necessary to obtain the right-of-way acquisitions required for the Project. It is assumed that up to four (4) meetings will be attended by CONTRACTOR with County and property owners to support County's effort.

Task 10.2. - Right-Of-Way Appraisal and Acquisitions (Optional)

Monument, CONTRACTOR's subcontractor, can provide this service if requested by County. The scope of these services can be provided after the extent of the right-of-way acquisitions and temporary construction easements for this Project is determined.

TASK 11. - UTILITY COORDINATION

County will obtain utility atlas maps and coordinate with utilities, identify relocation liability, coordinate utility agreements, and meet with utility representatives. County will obtain relocation plans from the utilities. County will provide this information to CONTRACTOR.

CONTRACTOR shall identify potential conflicts, develop conflict exhibits for each utility, and incorporate existing and proposed utility relocation information into the plans and specifications. At least one (1) plan sheet shall be provided in the PS&E submittals that show the existing utilities and proposed relocations.

Task 11 Deliverables:

- Utility Conflict Exhibit (PDF)

TASK 12. - POST-CONSTRUCTION STORMWATER DESIGN (OPTIONAL)

This task shall include preparing calculations in conformance with applicable water quality regulations. CONTRACTOR shall also prepare a memo documenting the roadway drainage design and analysis including post-construction hydromodification to satisfy post- construction requirements. The detailed scope and associated costs for this task shall be negotiated at a later date, if requested by County.

TASK 13. - PERMIT COMPLIANCE

Task 13.1. - Permit Applications

SWCA, CONTRACTOR's subcontractor, will provide the following scope.

It is anticipated that the proposed Project will impact jurisdictional features and therefore require permits/approvals under the Clean Water Act, Porter-Cologne Water Quality Control Act, and/or California Department of Fish and Game (CDFG) Code. SWCA would prepare signature-ready application packages following completion of the technical studies and Project plans. SWCA will not submit the permit packages until completion of the environmental document (Categorical Exemptions [CE], or CEQA MND). After environmental review has been completed, all supporting documents will be submitted to the agencies to supplement the application packages.

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SWCA will be available to facilitate the submittal of the packages to the agencies and support negotiations with the agency staff. CONTRACTOR's Team understands that County will provide direct payment to the applicable resource agencies for their associated permit fees.

Included within the permit package will be a Conceptual Habitat Mitigation and Monitoring Plan (CHMMP). The CHMMP will outline the methods proposed to restore and monitor the impacted jurisdictional areas and presents a suggested mitigation ratio. Generally, a CHMMP consists of a three (3)-year restoration maintenance program and a five (5)-year monitoring program. The overlapping programs would amount to five (5) years of restoration work and monitoring following construction activities. The CHMMP will also include mitigation for any tree removals that may occur.

During the permitting process, resource agencies will be able to review and comment on the plan. Once the CHMMP is approved by the federal and state agencies during the permitting phase, SWCA will revise (if necessary) and produce a final HMMP for the PS&E phase of the Project.

It is assumed that the CHMMP will allow on-site mitigation in or near the Project site without the need for significant additional fieldwork. If a CHMMP must be prepared for an off-site location, requiring additional fieldwork, mapping, and data collection; SWCA will strive to conduct this work under the existing budget if feasible. CONTRACTOR's team's goal is to identify potential mitigation opportunities early in the process of design to avoid delays at the end of the permitting process.

SWCA will include application submittals to the USACE (Nationwide 14), CDFW (Lake and Streambed Alteration Agreement), RWQCB (Section 401 Water Quality Certification). Securing permits from the agencies often requires back and forth coordination with each agency representative. While the level of effort to coordinate and secure the regulatory permits is unknown, SWCA has provided a budget based on past experience working with these agencies on similar projects.

Task 13.2. - Environmental Commitment Record

SWCA will provide the following scope.

SWCA shall prepare the Environmental Commitment Record. SWCA shall check plans and specifications against the permit conditions and measures to ensure compliance with the agency's requirements.

SWCA will prepare the Environmental Commitments Record using the latest template provided by Caltrans/County staff. The Environmental Commitments Record will include all the measures provided within the environmental document (if applicable), technical studies, and permit conditions from the regulatory agencies.

Task 13.3. - Water Pollution Control Program/Stormwater Pollution Prevention Plan

This task shall also include the preparation of calculations and an application for a rainfall erosivity waiver to be submitted by County. Along with the rainfall erosivity waiver, CONTRACTOR shall prepare a Project Water Pollution Control Program (WPCP) which shall be in effect for

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construction activities between April and October or as allowed by permitting agencies. CONTRACTOR shall ensure the Project working days in the specifications match the rainfall erosivity waiver such that any work extending beyond the end of the rainfall erosivity waiver requiring a Stormwater Pollution Prevention Plan (SWPPP) shall be CONTRACTOR's responsibility. CONTRACTOR shall then prepare a Project plan sheet detailing the Best Management Practices (BMPs) and erosion control features outlined in the WPCP. It is assumed that any fee for the rainfall erosivity waiver shall be paid by County.

Task 13 Deliverables:

- Permit Applications (total of three [3])
- Environmental Commitment Record
- WPCP (Draft and Final)

TASK 14. - BID PERIOD CONSULTATION (OPTIONAL)

CONTRACTOR shall provide bidding assistance to the County including interpretation of the contract documents, assisting the County in preparing addenda to the PS&E, and attending one (1) in-person pre-bid construction meeting. CONTRACTOR assumes a two (2)-hour duration for the pre-bid construction meeting will be required for CONTRACTOR's PM and Project Engineers.

Task 14 Deliverables:

- Prepare addenda as needed
- Respond to Request for Information (RFIs) as needed

Phase 3 – Construction (Optional)

CONTRACTOR shall be available to assist County through completion of the construction of the Project after the Final Design Phase is completed. The detailed scope and associated costs for this work shall be negotiated at a later date, if requested by County.

TASK 15. - CONSTRUCTION SUPPORT (OPTIONAL)

CONTRACTOR shall provide engineering services during construction, including the following:

- Attend a pre-construction meeting
- General interpretation of plans and specifications
- Review and comment on shop plan drawings, submittals, and mix designs
- Response to RFIs
- Construction site observations
- Development of plan revisions as needed
- Preparation of as-built drawings

Optional Tasks

Optional Tasks 1.4, 2.3, 3.2.1., 3.2.2, 3.2.3, 3.2.4, 3.2.5, 4.1.1, 7.2, 10.2, 12, 14, and 15 identified in this scope shall not be performed by CONTRACTOR unless specifically authorized by County after full funding has been secured. Upon the County's request, CONTRACTOR shall submit the associated costs for the requested Optional Task(s). No work shall commence until a written amendment to this Agreement has been fully executed, including approval by the County's Board of Supervisors, and County has provided written authorization to proceed.

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A.2 All written reports required under this Agreement shall be delivered electronically to the following individual and in accordance with the project schedule.

Edgard Rizo, Assistant Engineer
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527
Email: rizoe1@countyofmonterey.gov
Phone: (831) 755-5158

CONTRACTOR shall provide final deliverables for the Project in PDF format. Plans should be plotted directly from AutoCAD Civil 3D to PDF, so that PDF files are of high quality using electronic bookmarks. Upon request, electronic files (Microsoft Word, Microsoft Excel, Hydrologic Engineering Center's River Analysis System (HEC-RAS), AutoCAD Civil 3D, Microsoft Project, etc.) with all supporting files shall also be provided to County. Plans shall be prepared and provided to County in AutoCAD Civil 3D.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$835,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in section A, Scope of Services, of this Agreement. CONTRACTOR's compensation for services rendered shall be based on the following Cost Proposal and applicable rates, or otherwise 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.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Travel expenses for Federally Funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201.

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.

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B.2 CONTRACTOR'S BILLING PROCEDURES

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, services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

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

A courtesy copy of each invoice shall be emailed to County's PM. Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

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.

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Boronda Road Bridge Replacement - Base Services

Date: 5/4/2026

Consor North America, Inc.

	Direct Labor:					$158,486.02
	Estimated Salary Increases for Multi-Year Project					$11,385.30
	Subtotal					$169,871.32
	Overhead (1.932):					$328,208.38
A.	**Labor Subtotal**					**$498,079.71**
	Subconsultant Costs:					
	SWCA Environmental Consultants					$171,342.63
	Parikh Consultants, Inc.					$70,640.86
	Whitson Engineers					$34,746.86
	Monument ROW (Optional)					$0.00
B.	**Subconsultant Subtotal**					**$276,730.35**
	Other Direct Costs:					
	Travel *(@ active IRS mileage rate)*	416	miles @		$0.725	$301.60
	Pier Diem/ Hotel	0	days @		$0.000	$0.00
	Equipment Rental and Supplies	0	$0.00		$0.000	$0.00
	Permit Fees	0	@		$0.000	$0.00
	Vendor Reproduction					
	Vellum	0	@	$	-	$0.00
	81/2 X 11 Reproduction	0	@	$	-	$0.00
	11 X 17 Reproduction	0	@	$	-	$0.00
	Mounting Boards for Presentations	0	@	$	-	$0.00
	Newsletters (Translation and printing)	0	@	$	-	$0.00
	Subtotal Vendor Reproduction					$0.00
	Title Report	0	@	$	-	$0.00
	Miscellaneous	1		$	118.78	$118.78
C.	**Other Direct Cost Subtotal:**					**$420.38**
	Labor Subtotal A. =					$498,079.71
	Fixed Fee (12.0%):					$59,769.57
	Subconsultant Subtotal B. =					$276,730.35
	Fixed Fee (0.0%):					$0.00
	Other Direct Cost Subtotal: C. =					$420.38
	Fixed Fee (0.0%):					$0.00
	TOTAL =					**$835,000.00**

Note: Invoices will be based upon actual Consor hourly rates plus overhead at 193.21% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties modify the rate in writing.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal

Project Number: D253769CA.00 Project Name: Boronda Road Bridge Replacement - Base Services

Task No.	TASKS	Principal Engineer	Senior Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Professional Engineer	Engineering Designer	Engineering Designer	Engineering Designer	Senior Engineer	Principal Engineer	Senior Engineer	Professional Engineer	Senior CAD Designer	CAD Technician	Student Intern	Project Coordinator	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	SWCA Environmental Consultants	Parikh Consultants	Whitson Engineers	Monument ROW **(Optional)**	Subconsultant Subtotal
		RGF	TZE	SAM	MLR	BCH	ILK	PrEn_1	EnDe_1	EnDe_2	EnDe_3	SeEn_1	PriEn_1	SeEn_2	PrEn_2	CADm	CADt	StIn	PrCo		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier								
No.	Initial Hourly Rate	$95.70	$81.43	$98.92	$135.23	$71.54	$66.58	$64.81	$42.01	$42.01	$42.01	$87.03	$108.22	$87.03	$64.81	$64.32	$43.00	$23.00	$41.19													
	Key Personnel	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No													
	Prevailing Wage	No	No	No	No	No	No	No	Yes	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes													
	OT Eligible	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes			2.9321	12%	3.2840								
	PHASE 1 - PRELIMINARY ENGINEERING																			0	$0	$0	$0.00	$0	$0							$0
1.0	**Project Management**																			0	$0	$0	$0.00	$0	$0	$ 56,304	212					$0
1.1	Project Controls	4	80		2														16	102	$7,827	$22,949	$2,753.84	$25,703	$27,549							$0
1.2	Kick Off Meeting & Field Investigation	2	14			10	10													36	$2,713	$7,954	$954.44	$8,908	$9,548							$0
1.3	Progress Meetings		28			23	23													74	$5,457	$16,000	$1,919.99	$17,920	$19,207							$0
2.0	**35% Design - Preliminary Engineering**																			0	$0	$0	$0.00	$0	$0	$ 96,384	478					$0
2.1	Preliminary Bridge Design		8			40	40	60		100										248	$14,266	$41,829	$5,019.46	$46,848	$50,214							$0
2.2	Type Selection Report	2	16			24	40	40		80						4	24			230	$13,117	$38,460	$4,615.21	$43,075	$46,170							$0
2.3	Preliminary Right-of-Way Estimate **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
3.0	**Survey**																			0	$0	$0	$0.00	$0	$0	$ 7,045	28					$0
3.1	Preliminary Engineering Survey		8			8		12												28	$2,001	$5,869	$704.22	$6,573	$7,045					$34,747		$34,747
3.2	Right-of-Way Survey **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
4.0	**Geotechnical Investigations**		8				8			8										24	$1,520	$4,457	$534.87	$4,992	$5,351	$ 5,351	24		$70,641			$70,641
5.0	**Hydrologic and Hydraulic Report**		8			8	8						24	40	168					256	$18,723	$54,898	$6,587.71	$61,485	$65,902	$ 65,902	256						$0
6.0	**Environmental Support**		40			32	24	24												120	$8,700	$25,509	$3,061.06	$28,570	$30,622	$ 30,622	120	$143,038				$143,038
7.0	**65% Design**																			0	$0	$0	$0.00	$0	$0	$ 110,511	642					$0
7.1	65% Plans		8			40	68	40	60	162						4	260			642	$31,396	$92,057	$11,046.88	$103,104	$110,511							$0
7.2	Design Exceptions **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
	PHASE 2 - FINAL DESIGN																			0	$0	$0	$0.00	$0	$0							$0
8.0	**95% PS&E**																			0	$0	$0	$0.00	$0	$0	$ 118,271	604					$0
8.1	Independent Check		2						34		68	40								144	$7,929	$23,249	$2,789.86	$26,039	$27,909							$0
8.2	Engineer's Estimate		1			8	8	12	42	68	52									191	$8,770	$25,714	$3,085.65	$28,799	$30,868							$0
8.3	95% Specifications											68								68	$5,918	$17,352	$2,082.27	$19,435	$20,831							$0
8.4	95% Design	1	6			34	34	18	40	68										201	$10,984	$32,206	$3,864.75	$36,071	$38,662							$0
9.0	**100% PS&E**		4	34		20	28	10	24	34										154	$10,069	$29,522	$3,542.70	$33,065	$35,441	$ 35,441	154					$0
10.0	**Right-of-Way Coordination**																			0	$0	$0	$0.00	$0	$0	$ 4,307	16					$0
10.1	Right-of-Way Coordination Support		8			8														16	$1,224	$3,588	$430.58	$4,019	$4,307							$0
10.2	Right-of-Way Appraisals & Acquisitions **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
11.0	**Utility Coordination**		8			8		16												32	$2,261	$6,629	$795.44	$7,424	$7,957	$ 7,957	32					$0
12.0	**Post-Construction Stormwater Design (OPTIONAL)**																			0	$0	$0	$0.00	$0	$0	$ -	0					$0
13.0	**Permit Compliance**		16			24		40												80	$5,612	$16,456	$1,974.68	$18,430	$19,754	$ 19,754	80	$28,304				$28,304
14.0	**Bid Period Consultation (OPTIONAL)**																			0	$0	$0	$0.00	$0	$0	$ -	0					$0
	PHASE 3 - CONSTRUCTION (OPTIONAL)																			0	$0	$0	$0.00	$0	$0							$0
15.0	**Construction Support (OPTIONAL)**																			0	$0	$0	$0.00	$0	$0	$ -	0					$0
																				0	$0	$0	$0.00	$0	$0							$0
	Subtotal - Hours	**9**	**263**	**34**	**2**	**287**	**291**	**272**	**200**	**520**	**120**	**108**	**24**	**40**	**168**	**8**	**284**	**0**	**16**	**2646**	**$158,486.02**	**$464,696.86**	**$55,763.62**	**$520,460.48**	**$557,849**	**$ 557,849**	**2646**					0
	Anticipated Salary Increases																				**$11,385.30**	**$33,382.85**	**$4,005.94**	**$37,388.79**								
	Other Direct Costs																				**420**			**$420.38**	**$420.38**							0
	Total Cost	$861	$21,416	$3,363	$270	$20,532	$19,375	$17,628	$8,402	$21,845	$5,041	$9,399	$2,597	$3,481	$10,888	$515	$12,212	$0	$659	**$158,486**	**$169,871**	**$498,080**	**$59,770**	**$558,270**	**$558,270**			**$171,343**	**$70,641**	**$34,747**	**$0**	**$276,730**
																															Total	**$835,000**

Note: Invoices will be based upon actual Consor hourly rates plus overhead at 193.21% plus prorated portion of fixed fee.
Subconsultant and Direct Costs will be billed at actual cost.
The overhead rate (ICR) shall remain fixed for the contract duration or until both parties modify the rate in writing.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

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

Project: Boronda Road Bridge Replacement - Base Services

Consultant Consor North America, Inc.

Project No. D253769CA.00 Contract No. ---- Date 5/4/2026

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Ferguson, Robert	RGF	9	$ 95.70	$80 - $175	$ 861.30
Senior Engineer	*	Eaton, Tyler	TZE	263	$ 81.43	$55 - $130	$ 21,416.09
Principal Engineer	*	McCauley, Scott	SAM	34	$ 98.92	$80 - $175	$ 3,363.28
Principal Engineer	*	Reno, Mark	MLR	2	$ 135.23	$80 - $175	$ 270.47
Professional Engineer	*	Harrison, Brent	BCH	287	$ 71.54	$45 - $105	$ 20,531.98
Professional Engineer	*	Kotsyubuk, Igor	ILK	291	$ 66.58	$45 - $105	$ 19,374.78
Professional Engineer		Professional Engineer	PrEn_1	272	$ 64.81	$45 - $105	$ 17,628.32
Engineering Designer	**	Engineering Designer	EnDe_1	200	$ 42.01	$35 - $100	$ 8,402.00
Engineering Designer	**	Engineering Designer	EnDe_2	520	$ 42.01	$35 - $100	$ 21,845.20
Engineering Designer	**	Engineering Designer	EnDe_3	120	$ 42.01	$35 - $100	$ 5,041.20
Senior Engineer		Senior Engineer	SeEn_1	108	$ 87.03	$55 - $130	$ 9,399.24
Principal Engineer		Principal Engineer	PriEn_1	24	$ 108.22	$80 - $175	$ 2,597.28
Senior Engineer		Senior Engineer	SeEn_2	40	$ 87.03	$55 - $130	$ 3,481.20
Professional Engineer		Professional Engineer	PrEn_2	168	$ 64.81	$45 - $105	$ 10,888.08
Senior CAD Designer		Senior CAD Designer	CADm	8	$ 64.32	$50 - $105	$ 514.56
CAD Technician	** #	CAD Technician	CADt	284	$ 43.00	$30 - $70	$ 12,212.00
Student Intern	** #	Student Intern	StIn	0	$ 23.00	$18 - $35	$ -
Project Coordinator	** #	Project Coordinator	PrCo	16	$ 41.19	$40 - $65	$ 659.04
			Subtotal:	2646			$ 158,486.02

LABOR COSTS

a) Subtotal Direct Labor Costs $ 158,486.02

b) Anticipated Salary Increases (see page 2 for calculation) $ 11,385.30

c) **Total Direct Labor Costs** [(a) + (b)] $ 169,871.32

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.25%):

e) Total Fringe Benefits [(c) x (d)] $ 105,744.90

f) Overhead (Rate: 0.00%):

g) Overhead [(c) x (f)] $ -

h) General and Administrative (Rate: 130.96%):

i) Gen & Admin [(c) x (h)] $ 222,463.49

j) Total Indirect Costs [(e) + (g) + (i)] $ 328,208.38

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% $ 59,769.57

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	416	Miles	$ 0.725	$ 301.60
Per Diem/Hotel		Day	$ -	$ -
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous	1		$ 118.78	$ 118.78
			l) **TOTAL OTHER DIRECT COSTS**	$ 420.38

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

SWCA Environmental Consultants		$ 171,342.63
Parikh Consultants, Inc.		$ 70,640.86
Whitson Engineers		$ 34,746.86
Monument ROW (Optional)		$ -
	m) **TOTAL SUBCONSULTANTS' COSTS**	$ 276,730.35
	n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS** [(l)+(m)]	$ 277,150.73
	TOTAL COST [(c) + (j) + (k) + (n)]	$ 835,000.00

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 remain fixed for the life of the contract.

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

4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.

5. Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

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Exhibit 10-H1 Cost Proposal Page 2 of 3

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

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

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 158,486.02		2646	=	$59.90	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	$59.90	+	5%	=	$62.89	Year 2 Avg Hourly Rate
Year 2	$62.89	+	5%	=	$66.03	Year 3 Avg Hourly Rate
Year 3	$66.03	+	5%	=	$69.33	Year 4 Avg Hourly Rate
Year 4	$69.33	+	5%	=	$72.80	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	2646	=	529	Estimated Hours Year 1
Year 2	35.00%	*	2646	=	926	Estimated Hours Year 2
Year 3	30.00%	*	2646	=	794	Estimated Hours Year 3
Year 4	15.00%	*	2646	=	397	Estimated Hours Year 4
Year 5	0.00%	*	2646	=	0	Estimated Hours Year 5
	Total		Total	=	2646	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$59.90	*	529	=	$31,697.20	Estimated Hours Year 1
Year 2	$62.89	*	926	=	$58,242.43	Estimated Hours Year 2
Year 3	$66.03	*	794	=	$52,414.61	Estimated Hours Year 3
Year 4	$69.33	*	397	=	$27,517.08	Estimated Hours Year 4
Year 5	$72.80	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$169,871.32	
			Direct Labor Subtotal before Escalation	=	$158,486.02	
			Estimated total of Direct Labor Salary Increase	=	**$11,385.30**	Transfer to Page 1

NOTES:

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

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Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

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

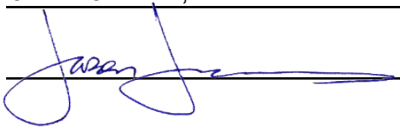
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management,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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 5/4/2026

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Project Management, Bridge Replacement PS&E, Hydrologic & Hydraulic Analysis, Stormwater Design

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1

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

Consultant: SWCA, Inc. Contract No.: Boronda Road Bridge Replacement Date: 1/5/2026

DIRECT LABOR

Classification/Title	Name	Rate Range	Hours	Initial Actual Hourly Rate	Total
Env./Cultural Subject Matter Expert	B. Dugas	$66.81-$102.00	44.00	$ 72.12	$ 3,173.28
Env./Cultural Subject Matter Expert	TBD	$66.81-$102.00	91.00	$ 81.61	$ 7,426.06
Env./Cultural Spec. XII	TBD	$61.21-$66.80		$ 65.40	$ -
Env./Cultural Spec. XI	TBD	$54.21-$61.20	113.00	$ 59.45	$ 6,718.13
Env./Cultural Spec. X	TBD	$48.11-$54.20	282.00	$ 52.68	$ 14,855.06
Env./Cultural Spec. IX	TBD	$43.31-$48.10		$ 46.90	$ -
Env./Cultural Spec. VIII	TBD	$39.01-$43.30	74.00	$ 42.23	$ 3,124.84
Env./Cultural Spec. VII	TBD	$35.41-$39.00	74.00	$ 38.10	$ 2,819.59
Env./ Cultural Spec. VI	TBD	$32.21-$35.40		$ 34.60	$ -
Env./Cultural Spec. V	TBD	$29.81-$32.20	16.00	$ 31.60	$ 505.64
Env./Cultural Spec. IV	TBD	$27.01-$29.80		$ 29.10	$ -
Env./Cultural Spec. III	TBD	$24.76-$27.00	68.00	$ 26.44	$ 1,797.92
Env./Cultural Spec. II	TBD	$23.21-$24.75		$ 24.37	$ -
Env./Cultural Spec I	TBD	$18.00-$23.20		$ 21.90	$ -
Admin. Spec. V	TBD	$29.81-$32.20		$ 31.60	$ -
Tech Editor Spec. IX	TBD	$43.31-$48.10	94.00	$ 46.90	$ 4,408.84
GIS/CADD Spec. IX	TBD	$43.31-$48.10		$ 46.90	$ -
GIS/CADD Spec. VII	TBD	$35.41-$39.00	84.00	$ 38.10	$ 3,200.61
Project Controls Spec. VIII	TBD	$39.01-$43.30	8.50	$ 42.23	$ 358.93
Project Controls Spec. V	TBD	$29.81-$32.20		$ 31.60	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 48,388.88

b) Anticipated Salary Increases **(see page 2)** $ 585.87

c) **TOTAL DIRECT LABOR COSTS** **$ 48,974.75**

FRINGE BENEFITS

d) Fringe Benefits Rate: 64.68% e) Total Fringe Benefits $ 31,676.87

INDIRECT COSTS

f) Overhead Rate: 129.95% g) Overhead $ 63,642.69

h) General and Administrative Rate: 0.00% i) Gen & Admin $ -

j) **TOTAL INDIRECT COSTS** **$ 95,319.56**

FIXED FEE

Rate: 12.00% k) **TOTAL FIXED FEE** **$ 17,315.32**

TOTAL LABOR COSTS **$ 161,609.63**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC)**

Description	Quantity	Unit	Unit Cost	Total
Mileage/Fuel	1080	mile	$ 0.725	$ 783.00
Permits	1	each	$ 750.00	$ 750.00
Lodging/Housing	0	per day	$ 180	$ -
Tablet + GPS	5	per day	$ 40.00	$ 200.00
Per diem	0	per day	$ 68.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 1,733.00**

m) **SUBCONSULTANTS' COSTS**

Ambient	$ 8,000.00
	$ -
	$ -

m) **TOTAL SUBCONSULTANTS' COSTS** **$ 8,000.00**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** **$ 9,733.00**

TOTAL COST **$ 171,342.63**

NOTES:

- Employees subject to prevailing wage (PW) requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

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Cost Proposal 1

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: SWCA, Inc. Contract No.: _____ Date: 1/5/2026

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$48,388.88	948.50	=	51.016216	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	$51.02	+	4%	=	$53.06	Year 2 Avg Hourly Rate
Year 2	$53.06	+	4%	=	$55.18	Year 3 Avg Hourly Rate
Year 3	$55.18	+	4%	=	$57.39	Year 4 Avg Hourly Rate
Year 4	$57.39	+	4%	=	$59.68	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	70.0%	*	949	=	664	Estimated Hours Year 1
Year 2	30.0%	*	949	=	285	Estimated Hours Year 2
Year 3	0.0%	*	949	=	0	Estimated Hours Year 3
Year 4	0.0%	*	949	=	0	Estimated Hours Year 4
Year 5	0.0%	*	949	=	0	Estimated Hours Year 5
Total	100%		Total	=	949	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$51.02	*	664	=	$33,874.77	Estimated Hours Year 1
Year 2	$53.06	*	285	=	$15,099.98	Estimated Hours Year 2
Year 3	$55.18	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$57.39	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$59.68	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$48,974.75	
			Direct Labor Subtotal before Escalation	=	$48,388.88	
			Estimated total of Direct Labor Salary Increase	=	**$585.87**	*Transfer to Page 1*

NOTES:

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

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CERTIFICATE OF DIRECT COSTS

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name :	Denis Henry	Title *:	Chief Finanical Officer
Signature :		Date of Certification (mm/dd/yyyy) :	1/5/2026
Email :	dhenry@swca.com	Phone Number :	602-274-3831
Address :	2929 N. Central Ave. Suite 1800 Phoenix, AZ 85012		

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

List services the consultant is providing under the proposed contract:

Environmental consulting services

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

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

Consultant: **Parikh Consultants, Inc.**

Project No. **Boronda Road Bridge Replacement** Contract No. _____ Date **4/17/2026**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	G. Parikh	4	$ 113.88	$ 455.52
Sr. Project Engineer/QA QC Manager	D. Wang	30	$ 87.56	$ 2,626.80
Senior Engineer - II	TBD	0	$ 90.00	$ -
Senior Engineer - I	TBD	76	$ 82.50	$ 6,270.00
Sr. Project Engineer/Geologist	TBD	0	$ 70.00	$ -
Project Geologist/CEG	TBD	2	$ 70.00	$ 140.00
Staff Engineer	TBD	88	$ 50.00	$ 4,400.00
Field Engineer/Geologist	TBD	30	$ 62.50	$ 1,875.00
Lab Technician	TBD	24	$ 40.00	$ 960.00
Drafting/Cadd Tech	TBD	6	$ 47.50	$ 285.00
Project Control	TBD	4	$ 90.00	$ 360.00
Technical Editor	TBD	0	$ 40.00	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 17,372.32	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 347.45	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 17,719.77

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.10%)	e) Total Fringe Benefits [(c) x (d)]	$ 7,637.22
f) Overhead (Rate: 134.15%)	g) Overhead [(c) x (f)]	$ 23,771.07
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	$ -
	j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]	$ 31,408.29
FIXED FEE	k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10%	$ 4,912.81

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

Description of Item	Quantity	Unit	Unit Cost	Total
Encroachment Permits	0	per	$ -	$ -
Drilling Permits	0	per	$ 500.00	$ -
Private Utility Locator	0	per	$ 2,250.00	$ -
Drilling	1	per	$ 15,700.00	$ 15,700.00
Outside Laboratory Testing	1	per	$ 600.00	$ 600.00
Traffic Control	1	per	$ -	$ -
Traffic Control Plans	1	per	$ -	$ -
			l) TOTAL OTHER DIRECT COSTS	**$ 16,600.00**

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

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS	$ -
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 16,600.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 70,640.86**

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.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Parikh Consultants, Inc.**

Project No. **Boronda Road Bridge Replacement** Contract No. _____ Date **4/17/2026**

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 17,372.32	264	=	$ 65.80	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 65.80	+	5%	=	$ 69.09	Year 2 Avg Hourly Rate
Year 2	$ 69.09	+	5%	=	$ 72.55	Year 3 Avg Hourly Rate
Year 3	$ 72.55	+	5%	=	$ 76.18	Year 4 Avg Hourly Rate
Year 4	$ 76.18	+	5%	=	$ 79.99	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	×	264.0	=	158.4	Estimated Hours Year 1
Year 2	40.00%	×	264.0	=	105.6	Estimated Hours Year 2
Year 3	0.00%	×	264.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	×	264.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	×	264.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	264.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 65.80	×	158	=	$ 10,423.39	Estimated Hours Year 1
Year 2	$ 69.09	×	106	=	$ 7,296.37	Estimated Hours Year 2
Year 3	$ 72.55	×	0	=	$ -	Estimated Hours Year 3
Year 4	$ 76.18	×	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	×	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 17,719.77	
			Direct Labor Subtotal before Escalation	=	$ 17,372.32	
			Estimated total of Direct Labor Salary Increase	=	**$ 347.45**	Transfer to Page 1

NOTES:

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

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	David Wang	Title *:	Senior Principal
Signature:	David Wang Digitally signed by David Wang DN: C=US, E=dwang@parikhnet.com, CN=David Wang Date: 2026.05.02 10:54:13-07'00'	Date of Certification:	4/17/2026
Email:	dwang@parikhnet.com	Phone number:	(408) 452-9000
Address:	1497 N. Milpitas Blvd, Milpitas, CA 95035		

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or 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. dba Whitson Engineers

Project No.: 4869.00 Boronda Bridge, Over Carmel River Contract No.: _____ Date: 4/21/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	0	$145.00	$ -
Senior Land Surveyor	Thomas Hannah	11	$73.00	$ 803.00
Land Surveyor	Chuck Pugh	10	$78.50	$ 785.00
Land Surveyor	Mike Hink	5	$75.00	$ 375.00
Associate Surveyor	Jon Bell	17	$54.00	$ 918.00
Associate Surveyor	Ed Pietsch	15	$50.00	$ 750.00
2 Person Survey Crew	DIR Chief of Party rate	54	$183.69	$ 9,919.26
Administrator	Adam Tucker	4	$55.50	$ 222.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 13,772.26

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 13,772.26**

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] $ 4,040.78

f) Overhead (Rate: 41.02%) g) Overhead [(c) x (f) $ 5,649.38

h) General and Administrative (Rate: 59.00%) i) Gen & Admin [(c) x (h)] $ 8,125.63

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 17,815.80**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 3,158.81**

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

Description of Item	Quatity	Unit	Unit Cost	Total
Title Reports	0		$500.00	$ -
				$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

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

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 34,746.86**

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Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 13,772.26	/	324	=	$0.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$0.00	+	5%	=	$0.00	Year 2 Avg Hourly
Year 2	$0.00	+	5%	=	$0.00	Year 3 Avg Hourly
Year 3	$0.00	+	5%	=	$0.00	Year 4 Avg Hourly Rate
Year 4	$0.00	+	5%	=	$0.00	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	324	=	324	Estimated Hours Year 1
Year 2	0.00%	*	324	=	0	Estimated Hours Year 2
Year 3	0.00%	*	324	=	0	Estimated Hours Year 3
Year 4	0.00%	*	324	=	0	Estimated Hours Year 4
Year 5	0.00%	*	324	=	0	Estimated Hours Year 5
Total	100%		Total	=	324	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$0.00	*	65	=	$0.00	Estimated Hours Year 1
Year 2	$0.00	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$0.00	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$0.00	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$0.00	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$0.00	
Direct Labor Subtotal before escalation	=	$0.00	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

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Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: Kimberley Woltman Date of Certification (mm/dd/yyyy): 4/21/2026

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

Address: 6 Harris Court, Monterey, CA 93940

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

List services the consultant is providing under the proposed contract:

Land Surveying services

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EXHIBIT B - FEDERAL PROVISIONS

Verbatim – Articles V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, and XXXII from Caltrans Local Assistance Procedures Manual, Exhibit 10-R: Architectural and Engineering Boilerplate Agreement Language (January 2026)

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE,
EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.
THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.
THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **$835,000**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

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E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Edgar E. Rizo, EIT, Assistant Engineer
County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor, Salinas, California 93901-4527

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **$835,000**.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities

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under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

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ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing

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Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

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B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

F. Prompt Payment of Withheld Funds to Subconsultants
No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

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B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

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D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

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5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of

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wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

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H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value

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of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

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expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

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1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. CONSULTANT or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):
CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the

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Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Department Head, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by

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LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the

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sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's

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staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances.*]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

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EXHIBIT B - FEDERAL PROVISIONS

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT B - FEDERAL PROVISIONS

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38; • The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with

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Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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EXHIBIT C – INCORPORATION OF RFP #10964, ADDENDUMS NO. 1 AND NO. 2 TO RFP #10964, AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10964, to provide bridge design services for the Boronda Road Bridge Replacement Project. CONSOR North America, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10964. County selected CONSOR North America, Inc. to provide bridge design services for the Boronda Road Bridge Replacement Project.

RFP #10964, Addendums No. 1 and No. 2 to RFP #10964, and the Proposal submitted by CONSOR North America, Inc. are hereby incorporated into this Agreement by this reference.