

Attachment A

**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:
TRC Engineers, Inc.

_____ ,
(hereinafter “CONTRACTOR”).

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services generally provided are described as follows:
professional engineering services for the Castroville Community and School Connections
Project through the Active Transportation Program (ATP)
_____ .

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
\$ 526,374.46

3. **TERM OF AGREEMENT.** The term of this Agreement is from October 8, 2024 to October 7, 2027, 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 Caltrans Provisions
- Exhibit C Incorporation of Request for Proposals (RFP) #10911, Addendums No. 1, No. 2 and No. 3 to RFP #10911, and Proposal Documents, on file with the Department of PWFP
- Exhibit D Limits of Work
- Exhibit E Modification to Agreement Provisions

5. **PERFORMANCE STANDARDS.**

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

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

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.

9/11/2024 | 4:49 PM PDT
Contractor's Initials
9/16/2024 | 8:25 AM PDT
Date

6. PAYMENT CONDITIONS. Please refer to Exhibit E of Agreement.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

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

other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

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.

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.

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, 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, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, 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.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days

after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall 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, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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 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:	FOR CONTRACTOR:
<p>J. Erich Rauber, PE, GE Senior Civil Engineer</p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p>1441 Schilling Place, South 2nd Floor Salinas, California 93901</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">831-755-5855</p> <hr/> <p style="text-align: center;">Phone</p>	<p>Justina Conklin Project Manager</p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p>10680 White Rock Road, Suite 100 Rancho Cordova, California 95670</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">916-366-0632</p> <hr/> <p style="text-align: center;">Phone</p>

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.
- 16.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 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.
- 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 *****

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel¹
Susan K. Blicht, County Counsel

By: _____
Michael Wilden
County Counsel

Date: 9/16/2024 | 10:42 AM PDT

Approved as to Fiscal Provisions²

By: _____
Patricia Ruiz
Auditor/Controller

Date: 9/16/2024 | 3:13 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management³

By: _____
David Bolton, Risk Manager

Date: _____

TRC Engineers, Inc.

Contractor's Business Name*

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

Mark A. Imbriani, Vice President

Date: 9/11/2024 | 4:49 PM PDT
Name and Title

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

Grant Ratkovic, Assistant Secretary

Date: 9/16/2024 | 8:25 AM PDT
Name and Title

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

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

³Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Professional Services Agreement by and between
County of Monterey, hereinafter referred to as “County”
and**

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

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below to provide engineering design services for the Castroville Community and School Connections Project through the Active Transportation Program (ATP) in Castroville, California (Project). The Project scope shall include but not be limited to the following services and requirements:

CONTRACTOR shall develop Plans, Specifications & Estimate (PS&E), Right-of-Way, and provide Construction/Bidding Support for the following:

- 9,525 linear feet (LF) of new curb, gutter, and sidewalk
- 15,000 LF of new striping for bicycle lanes
- 36 new Americans with Disabilities Act (ADA) ramps
- 36 new crosswalks

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform not less than 50% of the original total Agreement price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total Agreement price before computing the amount of work required to be performed by CONTRACTOR with its organization.

To meet the Project’s Design Phase funding allocation deadline, the PS&E (TASK 6) must be completed on or before April 30, 2025.

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Team Meetings

Kickoff Meeting

CONTRACTOR shall organize and participate in a Kickoff Meeting via conference call including CONTRACTOR’s subcontractors and County staff to initiate the Project, review Project scope, Project schedule, and Project site information to ensure that each team member understands their roles and responsibilities for efficient execution of the work.

DELIVERABLES:

- Coordinate, schedule, facilitate and attend Kickoff Meeting

Project Development Team (PDT) Meetings

CONTRACTOR shall hold PDT meetings in accordance with the approved Project schedule mentioned in Task 1.2. These meetings shall be held in County offices or via phone conference call to coordinate the transfer of Project information to the Project Team (CONTRACTOR’s team and County). CONTRACTOR shall prepare PDT meeting notes to document meeting discussions and decisions. Meeting notes shall include an on-going list of Project action items and an issues log with due dates and defined responsibilities. CONTRACTOR shall lead a total of three (3) PDT meetings.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

DELIVERABLES:

- PDT Meeting Notes with Action Items List and Issues Log

Task 1.2 Microsoft Project Baseline Schedule

CONTRACTOR shall develop a simplified critical path method (CPM) Project baseline schedule for County approval, based on the approved design agreement documents. Project schedule shall be developed to the level of detail required for the various phases of the Project and shall be updated monthly by CONTRACTOR. CONTRACTOR shall provide the updated Project schedule to County as updates are made.

DELIVERABLES

- Microsoft Project CPM Baseline Schedule and Monthly Updates

Task 1.3 Public Meetings and Presentations

CONTRACTOR shall work closely with County staff and develop Public Meeting format, meeting notices, agendas, presentations, and meeting materials for no more than two (2) public outreach meetings. CONTRACTOR shall facilitate all phases of meeting from planning, coordination with County, to meeting facilitation and note taking. CONTRACTOR's meeting notes shall be provided to County staff in format ready for public review. All Public Meetings shall be held in an easily accessible, public venue in Castroville secured with County assistance, such as a library, community center, or local school.

Task 1.3.1 Public Meeting #1

The first Public Meeting shall be held to describe the Project and obtain public feedback from residents and others near the Project site or in a virtual setting, whichever is more effective and appropriate. CONTRACTOR shall facilitate the meeting and describe the Project and design alternatives, answer questions, and obtain feedback on the following: right-of-way issues, environmental, alternative alignments, traffic impacts, construction impacts, and other issues and impacts.

Task 1.3.2 Public Meeting #2

The second Public Meeting shall be held at approximately 50% design and shall include Castroville residents and other stakeholders near the Project site or in a virtual setting, whichever is more effective and appropriate. During the meeting, CONTRACTOR shall present the public input from the first Public Meeting to obtain feedback on initial alternative designs.

If formal Public Meetings are not required, these two (2) meetings can be held directly with the individual property owners affected by the Project.

DELIVERABLES:

- Public Meeting planning and logistics
- Meeting notices (print newsletter, postcards, and social media posts) and publicity (newspaper ads, emails)
- Presentation materials, displays and handouts
- Meeting facilitation
- Project Team attendance

Task 1.4 Coordination with Permitting Agencies and County Staff

CONTRACTOR shall provide Project management activities throughout the term of the Agreement. Project management scope includes, but is not limited to the following:

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- Maintain a Basis of Design Document
- Efficient management of the Project schedule and budget
- Coordinate and facilitate Project meetings including County, Interagency and Public Meetings
- Field Reviews

Coordination includes, but is not limited to, preparing contract related paperwork, memos, letters, email, phone calls and maintaining Project files.

Task 1.5 Public Information Officer Support Services

In addition to Public Meetings, CONTRACTOR shall coordinate meetings with key stakeholder groups and interested public agencies with County as the lead agency.

CONTRACTOR shall work closely with County staff to develop Stakeholder Meeting format, agendas, presentations, and meeting materials for no more than two (2) Stakeholder Meetings as needed. CONTRACTOR shall facilitate all phases of meeting from planning, coordination with County and stakeholders, to meeting facilitation, note taking and preparation of meeting summary. Stakeholder Meeting input will shape the public outreach plan and technical elements of the Project. Key stakeholders for the Project include:

- Local Business Owners
- Local Residents
- County of Monterey
- Transportation Agency of Monterey County (TAMC)
- Caltrans
- County Board of Supervisors
- School Districts
- Public Utilities

DELIVERABLES:

- Coordinate, attend and facilitate two (2) Stakeholder Meetings
- Provide meeting notes and meeting summary to County

Task 1.6 Progress Reports and Invoices

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

DELIVERABLES:

- Monthly progress reports and invoices

Task 1.7 Project Coordination/Subcontractor Coordination

CONTRACTOR shall provide team coordination and oversight and provide updates to County periodically. Managing the Project Team includes, but is not limited to, preparing contract related paperwork, memos, letters, e-mail, phone calls and maintaining Project files.

Task 1.8 Quality Control/Quality Assurance (QC/QA)

CONTRACTOR shall prepare and implement a proven QC/QA plan. Overall QC/QA shall be performed throughout the design phase (Task 6) including detailed QC at the 50% and 100% submittals. CONTRACTOR shall review all deliverables to County including reports, plans,

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specifications, etc., and make recommendations, corrections or improvements on each submittal and discuss these items in detail with Project Team. Any changes shall be discussed with each design discipline and implemented, as deemed necessary for the benefit of the Project.

DELIVERABLES:

- QC Plan Documentation

TASK 2 MAPPING AND SURVEYS

Task 2.1 Topographic Surveys Mapping

County shall provide all research, surveying, and mapping for this task.

DELIVERABLES:

- Topographic Survey in an AutoCAD .DWG file

Task 2.2 Right-of-Way Determination

County shall research record right-of-way, property information and recorded maps, conduct field surveys and prepare pre-construction corner record for surveyed monuments as needed.

DELIVERABLES:

- Right-of-Way Mapping/Delineation in AutoCAD .DWG file

Task 2.3 Design Criteria

Task 2.3.1 Preliminary Data and Design Parameters Memo

County shall provide CONTRACTOR with pertinent existing reports and information for the Project. This information will be reviewed and made available to Project Team to understand historical site, conditions, and the previous conceptual design efforts of this roadway. CONTRACTOR shall identify issues that must be addressed in the design. CONTRACTOR shall prepare a Design Parameters Memo summarizing all necessary design criteria for the Project, including Average Daily Traffic (ADT), design speed, geometric cross section, stopping sight distance, superelevation rate, American Association of State Highway and Transportation Officials (AASHTO) references, and any other information that may be necessary to document the design standards.

Task 2.4 Utility Identification

CONTRACTOR shall collect available data from the local utility companies per American Society of Civil Engineers (ASCE) Quality Level C for the Project corridor and shall provide to County to integrate the information into the Project base map. CONTRACTOR shall request Underground Service Alert (USA) location prior to the survey to facilitate the location of additional utility installations. CONTRACTOR shall field locate visible utilities, utility markings and utility potholes. CONTRACTOR shall coordinate USA markings and coordination of pothole activities in coordination with County staff. County shall integrate supplemental survey data into an AutoCAD .DWG file.

DELIVERABLES:

- COUNTY shall provide to CONTRACTOR AutoCAD .DWG Base file with field survey record boundary, topography, and utilities for curb and sidewalk improvements

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TASK 3 UTILITY COORDINATION

CONTRACTOR shall support County in following the Caltrans Utility Coordination Process. to avoid public utility conflicts.

Task 3.1 Utility “A” Letter

CONTRACTOR shall notify all utility companies operating in the Project area to determine if they have facilities within the Project limits. County shall approve the letter of transmittal and receive evidence of mailing from CONTRACTOR. CONTRACTOR shall compile a list of utility agencies into a spreadsheet matrix and include the initial utility coordination to confirm contacts for each agency. CONTRACTOR shall develop utility facility maps based upon the information received from Utility Owners and incorporate this information into the base mapping and verify through topographic surveys.

DELIVERABLES:

- Utility Owner Matrix/Tracking Log
- Utility “A” Letter
- Incorporation of Utility Maps into Base Mapping

Task 3.2 Utility “B” Letter (Exhibit 13-EX-9) and Location Maps

CONTRACTOR shall send the “B” Letter to document receipt of the facility mapping and incorporation into the Project base maps. CONTRACTOR shall prepare Location Maps and a “Master” colored utility map showing all the utilities along with individual utility maps for each utility company showing only their facilities.

DELIVERABLES:

- Utility “B” Letter
- Individual Utility Maps

Task 3.3 Utility Conflict Maps

CONTRACTOR shall prepare Utility Conflict Maps for any facilities that conflict with the proposed Project construction. The layout and format of the Conflict Maps shall be similar to the Location Maps.

DELIVERABLES:

- Utility Conflict Maps

Task 3.4 Report of Investigation

CONTRACTOR shall prepare a Report of Investigation for each existing facility to document their impact (if any) to the proposed Project construction. CONTRACTOR shall prepare no more than two (2) such reports. Additional reports are not included in this Scope of Services and any additional reports shall be considered Additional Services. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement and prior to CONTRACTOR providing Additional Services.

DELIVERABLES:

- Report of Investigation (no more than two (2))

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Task 3.5 Utility “C” Letters

CONTRACTOR shall prepare a Notice to Owner and Utility Agreement for each utility that conflicts with the proposed Project construction. These documents shall identify the cost share/liability, timeframes for relocations, and will include Relocation Plans (prepared by the individual utility company).

DELIVERABLES:

- Utility “C” Letters

TASK 4 GEOTECHNICAL INVESTIGATION

Task 4.1 Utility Potholing (By Bess Test Lab, Inc. (Bess))

Bess (CONTRACTOR’s subcontractor) shall identify twenty (20) potholing locations. Following County approval of pothole locations, CONTRACTOR shall complete utility potholes using air-vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. CONTRACTOR shall provide data collected as a result of potholing activities in a Portable Document Format (PDF) report which shall include the following: utility type, size, material, depth, and pictures of the exposed utility

DELIVERABLES:

- Pothole Location Report – half size plans (11”x17”) with the pothole locations clearly marked and annotated with the corresponding pothole number

Task 4.2 Earthwork Calculations

CONTRACTOR shall develop earthwork cut/fill volumes and shall include the volumes on the layout sheets at the 50% and 100% plans. CONTRACTOR shall calculate embankment quantities, to account for subsidence based on the geotechnical recommendations.

Task 4.3 Road Subgrade Properties and “R” Values

Task 4.3.1 Desktop Study/Project Setup

CONTRACTOR shall coordinate and perform Project setup, staff briefing, and field coordination with BSK staff, drillers, traffic control, and private utility location services; administration of BSK’s services. CONTRACTOR and BSK shall review readily available geologic and soil literature in the vicinity of the Project site including review of any as-built drawings, review of readily available data regarding regional subsidence and geologic hazards, site accessibility, boring layout, utility clearance, and permitting (County Health Department-Environmental Health (EH) Bureau permits and County Housing & Community Development (HCD) Department encroachment permits).

BSK shall visit Project site and mark exploratory locations with white paint and/or flags. BSK shall contact USA a minimum of 72 business hours prior to CONTRACTOR’s field exploration and submit USA ticket for utility clearance. CONTRACTOR shall make arrangements to scan the proposed boring locations with ground penetrating radar prior to commencement of drilling to locate underground utilities. As required by local ordinance, CONTRACTOR shall obtain a drilling permit from the County EH and an encroachment permit from HCD prior to drilling. CONTRACTOR shall obtain an encroachment permit with Monterey County prior to drilling. CONTRACTOR anticipates encroachment permit fees will be waived. In coordination with County, CONTRACTOR shall provide traffic control and traffic control plan in

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conformance with Caltrans MUTCD and County requirements to ensure public and field crew safety.

Task 4.3.2 Field Exploration

BSK shall explore the Project site subsurface conditions by drilling twelve (12) soil borings to depths of about five (5) to fifty (50) feet below the existing ground surface (BGS) or practical refusal, whichever occurs first, using truck mounted drill rig or limited access rig to provide access below overhead utility lines, if necessary. BSK shall use mud rotary drilling techniques as required if anticipated groundwater conditions are present. BSK shall complete field exploration within two (2) days.

BSK shall log the soils encountered during field exploration and obtain samples for visual examination, classification, and laboratory testing. BSK shall record the number of blows necessary to drive Standard Penetration Test (SPT) or 2.5-inch inside diameter split spoon samplers in the logs. Free groundwater, if observed, will also be noted by BSK in the logs. BSK shall evaluate the in-situ strength characteristics of cohesive soils in the field using a hand-held pocket penetrometer. Upon completion, BSK shall backfill the borings with cement grout and capped with quick setting concrete tinted black in paved areas. If no hazardous materials are present in the existing soil, excess soil cuttings generated during the drilling operation can be spread near the boring locations. If hazardous materials are encountered (either visually or by odor) in the soil borings during field investigation, BSK shall immediately terminate borings and backfill areas with cement grout. CONTRACTOR shall notify County immediately of such an occurrence and together determine whether to continue, modify, or cease the remainder of the investigation program.

Task 4.3.3 Laboratory Testing

BSK's Geotechnical Engineer (GE) shall assign the laboratory testing program on selected soil samples to evaluate pertinent engineering properties for design. BSK shall perform laboratory tests which may include that moisture content/dry density, sieve analysis, Atterberg limits or Expansion Index, shear strength, R- Value, and corrosivity testing. If additional laboratory testing is necessary, it will be considered an Additional Service. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement prior to CONTRACTOR providing Additional Services.

Task 4.3.4 Soils Analysis/Evaluation

Using the investigation results, soil borings, and laboratory tests, BSK shall perform engineering analyses to develop recommended criteria for earthwork, foundation design, and pavement design for the Project. BSK and CONTRACTOR shall perform engineering calculations to evaluate liquefaction potential, estimate design bearing capacity, lateral earth pressures, temporary and permanent slope stability, and recommended pavement sections in accordance with the Caltrans Flexible Pavement Design Method.

Task 4.3.5 Draft Geotechnical Design Report (GDR)

BSK shall prepare a GDR which shall include field investigation, laboratory tests, and engineering analyses, conclusions, and recommendations. The GDR shall follow Caltrans guidelines for Earth Retaining Systems (ERS) and in accordance with the most current Caltrans Seismic Design Criteria, and Rock and Soil Logging Manual. BSK shall follow the most current Caltrans design requirements and include Logs of Test Boring (LOTB) sheets. The GDR shall be

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prepared under the supervision of a California registered Geotechnical Engineer and shall include the following:

- Project description
- Vicinity map and site plan showing the approximate boring locations
- Results of laboratory testing
- Boring logs, and LOTBs, if needed
- Discussion of faulting and seismicity, including provision of an ARS curve for the new retaining walls based on Caltrans Seismic Design Criteria Version 2. The ARS curve shall be developed based on estimated shear wave velocities. The Vs30 (average shear wave velocity for the upper thirty (30) meters or about one hundred (100) feet) for the site shall be evaluated and the ARS curve shall be developed using the interactive Caltrans ARS website
- Discussion of the field investigation, boring logs, and results of laboratory tests, general site conditions, general subsurface conditions as encountered in borings, encountered groundwater elevation, and potential for regional subsidence, based on readily available data from the California Department of Water Resources
- Comments on liquefaction potential and associated effects including seismically induced settlement and lateral spread

Additionally, BSK shall include the following conclusions and recommendations in the GDR:

- Roadway design recommendations in accordance with Caltrans Flexible Pavement Design Method, including pavement section thicknesses based on Traffic Indices provided by County and R-Value test results for the subgrade soils at the Project site
- Temporary and permanent slope stability parameters
- Retaining wall recommendations, if needed, including lateral earth pressures (active, passive, and seismic pressures), drainage, and surcharge loading discussion
- Spread footing recommendations for retaining walls, if needed, including allowable soil bearing pressures, minimum embedment depth, minimum widths, resistance to lateral loads, friction coefficient, and modulus of subgrade reaction (and modification based on foundation size)
- The design of Cast-in-Drilled-Hole (CIDH) foundations, if needed, including minimum depth of embedment and construction considerations; unfactored lateral deflection, shear, and bending moment for deep foundations using LPILE Plus (version 2015), and LPILE parameters
- Site preparation and earthwork recommendations, including compaction criteria and imported fill requirements, including utility trench backfill and subgrade/aggregate base for pavement areas, whether onsite soils can be used as engineered fill
- Site drainage recommendations
- Construction considerations and limitations
- Presentation of soil corrosivity analysis based on Caltrans test methods

CONTRACTOR shall provide an electronic copy of the draft report in PDF format via email to County for review.

DELIVERABLES:

- Draft GDR

Task 4.3.6 Final Geotechnical Design Report (GDR)

Upon receipt of review comments and input from County and other stakeholders, CONTRACTOR shall revise and finalize the draft GDR. LOTBs will be provided in AutoCAD .DWG format for inclusion in the Plans, if needed.

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DELIVERABLES:

- Final GDR
- LOTB's in AutoCad .DWG format

TASK 5 ENVIRONMENTAL DOCUMENTATION

Task 5.1 Consultation with Regulatory Agencies

LSA Associates, Inc. (LSA) (CONTRACTOR's subcontractor) shall review project background and related regulatory framework and provide the project team with a project description from an environmental planning and permitting perspective.

It is assumed that Regulatory Permitting is not required for this project; if needed, it will be considered an Additional Service. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement and prior to CONTRACTOR providing the Additional Service.

Task 5.2 Environmental Studies

Based on CONTRACTOR's understanding of the Project and CEQA streamlining provisions, LSA anticipates that the Project would be exempt from environmental review pursuant to Section 15301(b) of the CEQA Guidelines (Class 1, Existing Facilities).

LSA shall prepare a memorandum documenting the reasons why the Project qualifies for a CE under Class 1 and why none of the exceptions to qualifying for an exemption as identified under CEQA Guidelines Section 15300.2 (Exceptions) are present.

LSA shall document the determination for the exempt status in a Notice of Exemption (NOE) accompanied by a supporting CE Memorandum, as required. The CE memorandum will incorporate information from the Cultural Resources Analyses, a scope of which is provided below, to

substantiate that the proposed project qualifies for a CE and that none of the exceptions identified in Section 15300.2 apply. All other CEQA topics will be qualitatively addressed at a level of detail appropriate for the proposed project to demonstrate that the proposed project would not have a significant effect on the environment due to unusual circumstances (section 15300.2(c)).

It is anticipated that standard conditions of approval, compliance with applicable regulatory and permitting requirements, and best management practices may be identified in the analysis to demonstrate that no significant impacts to the environment would occur. If it is determined that a CE may not be appropriate, CONTRACTOR(LSA) will coordinate with the County of Monterey/Project Team to discuss the recommended level of environmental review.

LSA shall attach current Project plans provided by the Project Team, to the CE Memorandum, with any and all supporting documents produced by LSA. LSA shall include collection and review of applicable background materials. LSA shall prepare a Project description and submit the completed Project description via email to County for review and approval.

CONTRACTOR shall prepare an Administrative Draft NOE and CE Memorandum for County review and prepare a Final NOE and CE Memorandum.

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Cultural Resources In compliance with County, State, and Federal guidelines on the treatment and protection of cultural resources, CEQA, the National Historic Preservation Act (NHPA) Section 106, and the Caltrans Amended Programmatic Agreement (Section 106 PA), LSA shall conduct the cultural resource studies required for the Project. CONTRACTOR anticipates that no resources will be identified within or adjacent to the project Area of Potential Effects (APE).

LSA shall complete the following tasks:

APE Map In coordination with the Project Engineer (PE), LSA shall prepare an APE map in accordance with Caltrans Standards based upon one complete (90%) set of engineering plans provided by the PE. Substantive revisions to the first iteration of the APE map shall be considered Additional Services. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement and prior to CONTRACTOR providing Additional Services.

Research LSA shall conduct a records search at the Regional Information Center to identify any previously recorded cultural resource studies and resources in and within a 0.5-mile radius of the APE. LSA shall conduct additional background research in accordance with requirements.

Field Survey LSA shall conduct a field survey of accessible/safe areas of the APE not obstructed by vegetation, pavement or development to identify any cultural resources that may be present.

Archaeological Survey Report (ASR) LSA shall prepare an ASR (of negative results) documenting the results of the records search, field survey, consultation assistance (see below) and provide environmental and cultural contexts. The ASR shall be submitted to County for review.

Assistance With Section 106 Tribal Consultation. To assist Caltrans with tribal consultation, LSA shall obtain the results of a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC), and send initial contact letters to all tribes designated by the NAHC or Caltrans. LSA shall follow-up via email twice if necessary and compile an administrative record.

Historic Property Survey Report (HPSR). LSA shall prepare a Historic Property Survey Report summarizing the results of the ASR and tribal consultation assistance. LSA shall provide response to two (2) sets of consolidated minor comments from Caltrans. If findings differ from the anticipated negative results, Additional Services will be necessary to meet compliance requirements. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement and prior to CONTRACTOR providing Additional Services.

DELIVERABLES:

- Draft and Final APE Map
- Draft and Final HPSR
- Draft and Final ASR
- Draft Project Description in Microsoft Word
- Administrative Draft NOE and CE Memorandum in Microsoft Word and PDF
- Final NOE and CE Memorandum in Microsoft Word and PDF

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TASK 6 DESIGN/ENGINEERING

Task 6.1 50% Preliminary Design

Task 6.1.1 Preliminary Design (50%)

CONTRACTOR shall detail the preferred alignment to the 50% level including developing the Title Sheet, Typical Sections, Layout, and Profile Drawings.

Task 6.1.2 Engineer's Estimate (50%)

CONTRACTOR shall prepare a detailed 50% Engineer's Estimate (road/structure) using the Caltrans item codes and current unit prices. CONTRACTOR shall calculate quantities for the estimate, and the independent design check of quantities will occur at the 100% stage. A contingency of 15% will be used for the 50% estimate.

DELIVERABLES:

- 50% Geometric Approval Drawings (GADs)
- Preliminary Cost Estimate

Task 6.2 Drainage Analysis

CONTRACTOR shall develop drainage plans for the roadway within the Project limits.

Task 6.2.1 Drainage Plans

Drainage Improvement Plans - CONTRACTOR shall prepare final construction plans for the proposed storm drain system (standard 1" = 20' scale drawings) utilizing all compiled base sheet information including utility locations and crossings. CONTRACTOR shall develop plans for storm drain and ancillary structures in accordance with Local or Caltrans Standard Plans including but not limited to the following standard details: pipe schedules, quantify estimates, notes, and special provisions of the specifications.

CONTRACTOR shall prepare the drawings for the 50% and 100% completion levels.

Task 6.2.2 Temporary and Erosion Control Plans

CONTRACTOR shall prepare temporary water pollution control plans and permanent erosion control plans for the Project site during construction, including features to protect the stormwater during construction, such as the following: protection of drainage inlets, perimeter straw waddles, and permanent vegetation post construction. CONTRACTOR shall develop plans in accordance with the most current "Caltrans Construction Site BMP Manual".

Task 6.3 50% Submittal to County

CONTRACTOR shall prepare the submittal package and provide three (3) sets of 11"x17" plans, special provisions, and estimate to County.

DELIVERABLES:

- 50% Draft Plans (11"x17" reproducible) (three (3) sets)
- Engineer's Estimate

TASK 6.4 100% DESIGN/ENGINEERING

CONTRACTOR shall assemble the 100% PS&E package for County's final review and approval.

Task 6.4.1 100% PS&E

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Task 6.4.1.1 100% Plans

CONTRACTOR shall address review comments provided on the 50% PS&E and incorporate changes into the plans to develop the 100% PS&E package. CONTRACTOR shall resolve outstanding Project issues and update plans accordingly.

Task 6.4.1.2 Quantities and Engineer's Estimate

CONTRACTOR shall establish material quantities and prepare an Engineer's Estimate that includes two (2) sets of quantities, cross-checked to the tolerances allowed and in accordance with the current Project plans including current unit costs applied to contract items. The Engineer's Estimate shall be separated into roadway and structure items.

Task 6.4.1.3 Special Provisions

CONTRACTOR shall update the Bid Item List and check Caltrans Standard Special Provisions (SSPs) and Federal Provisions to ensure the most current versions are being used. CONTRACTOR shall edit and revise SSPs in accordance with the instructions within the SSPs and as required. County shall provide the most current boiler plate SSPs to CONTRACTOR. CONTRACTOR shall assemble and provide bid book to County for review and approval.

Task 6.4.1.4 100% Submittal to County

CONTRACTOR shall prepare the 100% submittal and provide submittal package to County to include three (3) sets of 11"x17" plans, special provisions, and estimate.

DELIVERABLES:

- 100% Draft Plans (11"x17" reproducible) (three (3) sets)
- Engineer's Estimate
- Draft Special Provisions

TASK 6.5 FINAL PS&E

CONTRACTOR shall assemble 100% PS&E package for final review and approval by County and California Division of State Architect.

Task 6.5.1 Final Plans

CONTRACTOR shall address review comments provided at the 100% PS&E to develop bid-ready Final PS&E in accordance with the Caltrans Construction Contract Development Guide (CCD) to provide to County.

Task 6.5.2 Final Special Provisions

CONTRACTOR shall prepare the Final Special Provisions and include in the bid documents provided to County.

Task 6.5.3 Final Engineer's Estimate

CONTRACTOR shall prepare the Final Engineer's Estimate to include in the bid documents provided to County.

Task 6.5.4 Resident Engineer (RE) Pending File

CONTRACTOR shall prepare and submit to County RE Pending File, including copies of quantities and check quantities, a Foundation Report, and special instructions and information from the designer to the RE.

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Task 6.5.5 Final Submittal to County

CONTRACTOR shall prepare and provide submittal package to County including three (3) sets of 22"x34" plans, special provisions, and estimate.

DELIVERABLES:

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

TASK 7 SERVICES DURING CONSTRUCTION

Task 7.1 Bid Assistance

CONTRACTOR shall assist during Project bidding as required by County. CONTRACTOR tasks include: answering questions from prospective bidders, preparing bidder's inquiries, assisting County in preparation of addenda to the PS&E during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.

Task 7.2 Design Support During Construction

County shall provide contract administration and CONTRACTOR shall provide the following technical assistance tasks:

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

A total of one hundred (100) hours is assumed for this task and may be negotiated after the PS&E is completed to ensure that effort is commensurate in alignment with the County's needs and expectations. As-Build Plans can be prepared by CONTRACTOR as an Additional Service. Additional Services shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement and prior to CONTRACTOR providing Additional Services.

TASK 8 RETAINING WALL DESIGN

Task 8.1 Retaining Wall Design

If instructed in writing by County, CONTRACTOR shall prepare final construction plans for a 500 square foot (SF) retaining wall (100 feet long by five (5) feet high). Retaining wall shall be a Caltrans Standard Type 1 retaining wall designed per the corresponding Caltrans Standard Plans. The construction plans shall include a general plan wall sheet with typical section, standard details, quantify estimates, notes, and special provisions for the retaining wall. The drawings will

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be prepared for the 50% and 100% completion levels. An independent design check of both the design and the quantities shall also be included.

Task 8.2 Retaining Structures (By BSK)

A 500 SF retaining wall (100 feet long by five (5) feet high) may be required for the Project. Retaining wall shall be a Caltrans Standard Type 1 retaining wall designed per the corresponding Caltrans Standard Plans.

Task 8.2.1 Desktop Study/Project Setup

Research and Data Collection

CONTRACTOR shall provide field coordination with BSK staff, drillers, traffic control, and private utility location services for retaining structures including the following: checking site accessibility, additional boring layout, clearance of utilities, and permitting (County EH permits and HCD encroachment permits). BSK shall visit the Project site and mark exploratory locations pertaining to retaining walls with white paint and/or flags. BSK shall contact USA a minimum of 72 business hours prior to field exploration and submit USA ticket for utility clearance. CONTRACTOR shall make arrangements to scan the proposed boring locations with ground penetrating radar prior to commencement of drilling to attempt to locate underground utilities. CONTRACTOR shall obtain additional drilling permits from County EH and encroachment permits from HCD prior to drilling. BSK anticipates encroachment permit fees will be waived. CONTRACTOR shall provide traffic control and traffic control plan in conformance with Caltrans Manual on Uniform Traffic Control Devices (MUTCD) and County requirements to ensure public and field crew safety.

Task 8.2.2 Field Exploration

BSK shall explore the Project site subsurface conditions for retaining structures by drilling an additional two (2) soil borings to depths of up to fifty (50) feet below the existing ground surface (BGS) or practical refusal, whichever occurs first, using truck mounted drill rig or limited access rig to provide access below overhead utility lines, if necessary. BSK shall use mud rotary drilling techniques as required if anticipated groundwater conditions are present. BSK shall complete field exploration within one (1) day.

BSK shall maintain a log of the soils encountered during field exploration and obtain samples for visual examination, classification, and laboratory testing. BSK shall record the number of blows necessary to drive Standard Penetration Test (SPT) or 2.5-inch inside diameter split spoon samplers in the logs. Free groundwater, if observed, will also be noted by BSK in the logs. BSK shall evaluate the in-situ strength characteristics of cohesive soils in the field using a hand-held pocket penetrometer. Upon completion, BSK shall backfill the borings with cement grout and capped with quick setting concrete tinted black in paved areas. BSK assumes that excess soil cuttings generated during the drilling operation can be spread near the boring locations. Although this is rare, if hazardous materials are encountered as indicated visually or by odor in the soil borings during field investigation, BSK shall immediately terminate such borings and backfill areas with cement grout. BSK shall notify CONTRACTOR as soon as possible of such an occurrence, and will both determine whether to continue, modify, or cease the remainder of the investigation program.

Task 8.2.3 Laboratory Testing

BSK's GE shall assign additional laboratory testing program on selected soil samples to evaluate pertinent engineering properties for design. BSK shall perform laboratory tests including measurement of moisture content/dry density, sieve analysis, Atterberg limits or Expansion Index (EI), shear strength, and corrosivity testing. If additional laboratory testing is necessary, it will be

TRC Engineers, Inc.

Castroville Community and School Connections ATP Project (RFP #10911)

Department of Public Works, Facilities and Parks

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considered an Additional Service. Additional Services shall not be provided by BSK unless presented to CONTRACTOR and authorized by County in writing via an executed amendment to this Agreement prior to BSK providing Additional Services.

Task 8.2.4 Soils Analysis/Evaluation

Using field investigation results from previous tasks (soil borings and laboratory tests), BSK shall perform engineering analyses for retaining structures to develop recommendation criteria for earthwork and foundation design for the proposed retaining walls. BSK shall perform engineering calculations to evaluate liquefaction potential, estimate design bearing capacity, lateral earth pressures, temporary and permanent slope stability.

Task 8.2.5 Draft Geotechnical Design Report

BSK shall prepare a GDR including field investigation results, laboratory tests, and engineering analysis, along with conclusions and recommendations for retaining walls. GDR shall follow Caltrans guidelines for ERS, the latest Seismic Design Criteria, and Rock and Soil Logging Manual. BSK shall follow the most current Caltrans design requirements and include LOTB sheets, if needed, and develop an ARS curve for the design of retaining walls. The GDR shall be prepared under the supervision of a California registered Geotechnical Engineer and shall include the following:

- Boring locations
- Laboratory testing results
- Boring logs, and LOTB, if needed
- Conclusions and recommendations related to the geotechnical aspects of:
 - Retaining wall recommendations, if needed, including lateral earth pressures (active, passive, and seismic pressures), drainage, and surcharge loading discussion
 - Spread footing recommendations for retaining walls, if needed, including allowable soil bearing pressures, minimum embedment depth, minimum widths, resistance to lateral loads, friction coefficient, and modulus of subgrade reaction (and modification based on foundation size)
 - The design of CIDH foundations, if needed, including minimum depth of embedment and construction considerations, unfactored lateral deflection, shear, and bending moment for deep foundations using LPILE Plus (version 2015), and LPILE parameters
 - Site preparation and earthwork recommendations, including compaction criteria and imported fill requirements, including utility trench backfill and subgrade/aggregate base for pavement areas, whether onsite soils can be used as engineered fill
 - Site drainage recommendations
 - Construction considerations and limitations
 - Presentation of soil corrosivity analysis based on Caltrans test methods

CONTRACTOR shall provide an electronic copy of the draft GDR in PDF format via email to design team and County.

DELIVERABLES:

- Draft GDR

Task 8.2.6 Final Geotechnical Report

Upon receipt of review comments and input from the design team and County, CONTRACTOR shall revise and finalize the draft GDR. CONTRACTOR shall provide LOTB in AutoCAD .DWG format for inclusion in the Project plans, as needed. CONTRACTOR shall update/revise

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the draft GDR based on comments from County, and other stakeholders to prepare the Final GDR.

DELIVERABLES:

- Final GDR

A.2 CONTRACTOR shall produce the deliverables in accordance with the Project schedule mentioned in Task 1.2.

All deliverables required under this Agreement shall be delivered electronically and in hardcopy to the following individual and in accordance with the Project schedule mentioned in Task 1.2.

José Luis Gómez, Project Manager III
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: gomezj2@countyofmonterey.gov

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$526,374.46** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Cost Proposal and Rate Schedule or 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>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by RFP #10911 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Travel expenses for Federally funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates available at <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.

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, and/or 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 (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: 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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**ATP Projects in the Community of Castroville
PLAN SHEET LIST**

SHEET NUMBER	SHEET TITLE	CONTRACTOR	
		TRC	BSK
1	Title Sheet	1	
2	Typical Section 1	1	
3	Typical Section 2	1	
4	Layout 1	1	
5	Layout 2	1	
6	Layout 3	1	
7	Layout 4	1	
8	Layout 5	1	
9	Layout 6	1	
10	Layout 7	1	
11	Layout 8	1	
12	Layout 9	1	
13	Layout 10	1	
14	Layout 11	1	
15	Layout 12	1	
16	Layout 13	1	
17	Layout 14	1	
18	Layout 15	1	
19	Layout 16	1	
20	Layout 17	1	
21	Layout 18	1	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

22	Layout 19	1	
23	Layout 20	1	
24	Construction Detail 1	1	
25	Construction Detail 2	1	
26	Construction Detail 3	1	
27	Construction Detail 4	1	
29	Drainage Plan 1	1	
30	Drainage Plan 2	1	
31	Drainage Plan 3	1	
32	Drainage Profile 1	1	
33	Drainage Profile 2	1	
34	Drainage Profile 3	1	
35	Drainage Detail 1	1	
36	Drainage Detail 2	1	
37	Log of Test Boring 1	1	1
38	Log of Test Boring 2	1	1

Roadway Sheets 36
 Geotechnical Sheets 2
 Grand Total 38

Exhibit A- Scope of Services/Payment Provisions

**County of Monterey, Department of Public Works
 Professional Engineering Services for ATP Projects
 Castroville, CA**

**TRC ENGINEERS, INC
 DESIGN FEE ESTIMATE WORKSHEET**

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$359,018	\$2,431	\$0	\$0	\$359,018	\$2,431	\$361,450
BSK	\$17,267	\$43,132	\$0	\$0	\$17,267	\$43,132	\$60,399
LSA	\$34,669	\$0	\$0	\$0	\$34,669	\$0	\$34,669
BESS	\$29,727	\$40,130	\$0	\$0	\$29,727	\$40,130	\$69,857
	\$440,682	\$85,694	\$0	\$0	\$440,682	\$85,694	\$526,375
TOTALS	\$526,375		\$0		\$526,375		

9/10/2024

Exhibit A- Scope of Services/Payment Provisions

County of Monterey, Department of Public Works
 Professional Engineering Services for ATP Projects
 Castroville, CA

TRC ENGINEERS, INC
 DESIGN FEE ESTIMATE WORKSHEET

TRC Proposal No.
 Sub administration:
 Submittal Date:

2023-12
0.0%
10-Sep-24

Totals, Basic Services	
TRC Labor	\$356,680.00
Subconsultants	\$164,924.66
TRC Expenses	\$2,431.43
Escalation	\$2,338.37
Total	\$526,374.46

Totals, Supplemental Services	
TRC Labor	\$0.00
Subconsultants	\$0.00
TRC Expenses	\$0.00
Escalation	\$0.00
Total	\$0.00

Subconsultants		
Subconsultant Name	Basic	Supplemental
BSK	\$60,398.98	\$0.00
LSA	\$34,668.83	\$0.00
Bess Testlab	\$69,856.85	\$0.00
Total	\$164,924.66	\$0.00

Basic Services	\$526,374.46
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Supplemental Services	\$0.00
------------------------------	---------------

Total, Basic + Suppl.	\$526,374.46
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9/10/2024

TRC Engineers, Inc.
 Castroville Community and School Connections ATP Project
 RFP #10911

Department of Public Works, Facilities and Parks

Exhibit A- Scope of Services/Payment Provisions

County of Monterey, Department of Public Works	TRC Design	Due Date: 10-Sep-24
Professional Engineering for ATP Projects	COST PROPOSAL - BASIC SERVICES	
Castroville, CA	Hours by Task - TRC Only	

Task Description	PIC QA/QC		Project Manager		Lead Roadway Engineer		Project Engineer		Senior Engineer		Engineer II		Engineer I		Eng. CADD Supervisor		Eng. CADD Technician		Eng. Adm. Assistant		Data Processor		Total Hours	Total \$
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$
Task 1 Project Management																							0	\$0
Task 1.1 Project Team Meetings																							0	\$0
Kickoff Meeting																							24	\$4,520
Project Development Team (PDT) Meetings																							24	\$4,520
Task 1.2 Microsoft Project Baseline Schedule																							8	\$1,920
Task 1.3 Public Meetings and Presentations																							0	\$0
Task 1.3.1 Public Meeting #1																							104	\$16,240
Task 1.3.2 Public Meeting #2																							100	\$15,200
Task 1.4 Coordination with Permitting Agencies and County Staff																							24	\$5,600
Task 1.5 Public Information Officer Support Services																							24	\$5,600
Task 1.6 Progress Reports and Invoices																							16	\$3,030
Task 1.7 Project Coordination/Sub Consultant Coordination																							28	\$6,480
Task 1.8 Quality Control/Quality Assurance																							0	\$0
Task 1.8.1 50% QC																							36	\$8,640
Task 1.8.2 100% QC																							36	\$8,640
Task 2 Mapping and Surveys (County)																							0	\$0
Task 2.1 Topographic Surveys Mapping (County)																							0	\$0
Task 2.2 Right of Way Determination (County)																							0	\$0
Task 2.3 Design Criteria																							0	\$0
Task 2.3.1 Preliminary Data and Design Parameters Memo																							13	\$2,060
Task 2.4 Utility Identification (Whitson)																							0	\$0
Task 3 Utility Coordination																							0	\$0
Task 3.1 Utility "A" Letter																							25	\$4,740
Task 3.2 Utility "B" Letter (Exhibit 13-EX-9) and Location Maps																							25	\$4,740
Task 3.3 Utility Conflict Maps																							113	\$15,140
Task 3.4 Report of Investigation																							33	\$6,100
Task 3.5 Utility "C" Letters																							73	\$10,540
Task 4 Geotechnical Investigation																							0	\$0
Task 4.1 Utility Potholing (Bess)																							0	\$0
Task 4.2 Earthwork Calculations																							96	\$12,920
Task 4.3 Road Subgrade Properties and "R" Values (BSK)																							0	\$0
Task 4.3.1 Desktop Study/Project Setup (BSK)																							0	\$0
Task 4.3.2 Field Exploration (BSK)																							0	\$0
Task 4.3.3 Laboratory Testing (BSK)																							0	\$0
Task 4.3.4 Soils Analysis/Evaluation (BSK)																							0	\$0
Task 4.3.5 Draft Geotechnical Report (BSK)																							0	\$0
Task 4.3.6 Final Geotechnical Report (BSK)																							0	\$0
Task 5 Environmental Documentation																							0	\$0
Task 5.1 Consultation with Regulatory Agencies (LSA)																							0	\$0
Task 5.2 Environmental Studies (LSA)																							0	\$0
																							0	\$0
																							0	\$0
																							0	\$0
Task 6 Design/Engineering																							0	\$0
Task 6.1 50% Preliminary Design																							0	\$0

No TRC Hours

No TRC Hours

No TRC Hours

Exhibit A- Scope of Services/Payment Provisions

Task 6.1.1	Preliminary Design				8			28		8		30		40		16		38			168	\$25,170		
Task 6.1.2	Engineer's Estimate (50%)				1			8						40		4		38			91	\$11,590		
Task 6.2	Drainage Analysis																				0	\$0		
Task 6.2.1	Drainage Plans				1			16		8				40		16		40			121	\$16,740		
Task 6.2.2	Temporary and Erosion Control Plans							8		4				20		8		20			60	\$8,240		
Task 6.3	50% Submittal to the County				1			2						4							7	\$1,160		
Task 6.4	100%Design/Engineering																				0	\$0		
Task 6.4.1	100% PS&E																				0	\$0		
Task 6.4.1.1	Prepare 100% Plans				4			18		24				80		15		80			221	\$29,730		
Task 6.4.1.2	Quantities and Engineer's Estimate				2			18		24		24		40							108	\$16,520		
Task 6.4.1.3	Special Provisions				4			16		40											60	\$11,360		
Task 6.4.1.4	100% Submittal to the COUNTY				1			2						4							7	\$1,160		
Task 6.5	Final Design/Engineering																				0	\$0		
Task 6.5.1	Final Plans				4			12						40		8		24			88	\$12,240		
Task 6.5.2	Final Special Provisions				2			12		8											22	\$4,520		
Task 6.5.3	Prepare Final Engineer's Estimate							8						24							32	\$4,520		
Task 6.5.4	RE Pending File							8						8							16	\$2,680		
Task 6.5.5	Final Submittal to the County				1			2						4							7	\$1,160		
Task 7	Services During Construction																				0	\$0		
Task 7.1	Bid Assistance				4			36						10							50	\$10,110		
Task 7.2	Design Support During Construction				12			18		16				18		12		24			100	\$16,430		
Task 8	Retaining Wall Design																				0	\$0		
Task 8.1	Retaining Wall Design				16			24		24		80		80		24		80			328	\$46,720		
Task 8.2	Retaining Structures (Geotechnical Services by BSK)																				0	\$0		
Total Hours					0		183	88		334		260		174		636		135		456	22	0	2288	\$356,680
Raw Hourly Rate					\$295.00		\$260.00	\$220.00		\$220.00		\$170.00		\$140.00		\$115.00		\$150.00		\$115.00	\$85.00	\$30.54		
Fee/Classification					0		47580	19360		73480		44200		24360		73140		20250		52440	1870	0	2288	\$356,680
% of Total Hours/Classification					0%		8%	4%		15%		11%		8%		28%		6%		20%	1%	0%		

9/10/2024

Exhibit A- Scope of Services/Payment Provisions

TRC ENGINEERS		Date: 6-Aug-24	
FEE ESTIMATE WORKSHEET		EXPENSES WORKSHEET	
County of Monterey, Department c			
Professional Engineering for ATP Projects			
Castroville, CA			
0			
Travel			
From	Rancho Cordova		
To	Castroville, CA		
	Rate		#
Airfare (round trips)	\$0.00	x	
Mileage (personal vehicle)	\$0.670	x	366
Lodging	\$175.00	x	2
Per Diem (GSA, lunch)	\$18.00	x	5
Car rental	\$48.00	x	4
Miscellaneous	\$50.00	x	1
			#
trips		x	
miles (RT)		x	3
nights		x	2
days		x	4
days		x	1
units		x	2
			people
			trips
			people
			people
			car
			units
			=
			\$0.00
			\$735.66
			\$700.00
			\$360.00
			\$192.00
			\$100.00
Total Travel			\$2,087.66
ODC's			
	Rate		#
Mail	\$0.68	x	
Overnight mail	\$20.00	x	4
Copies (8.5x11)	\$0.06	x	500
Copies (11x17)	\$0.12	x	500
Prints (22x34)	\$3.00	x	
Mylars (22x34)	\$12.00	x	
Envir. Permits		x	
Miscellaneous	\$173.77	x	1
			pieces
			pieces
			copies
			prints
			prints
			prints
			units
			misc prints
			Misc 11x17 prints for review
			Assumes no full-size prints
			Assumes no mylar submittals
			TBD
			=
			\$0.00
			\$80.00
			\$30.00
			\$60.00
			\$0.00
			\$0.00
			\$0.00
			\$173.77
Total ODC's			\$343.77
Travel and ODC's			\$2,431.43

Exhibit A- Scope of Services/Payment Provisions

BSK Project Summary

Project Name: Castroville Combined

LABOR CATEGORY	Project Professional I	Principal Engineer	Group 3 Geotechnical Prof (NPW)	Project Administrator	Principal/Review	Principal/Senior Review	TOTAL HOURS	TOTAL TASK FEE
Staff Member	Tolleman M Gorham	Neva M Popenoe			Carrie L Foulk	Cristiano B Melo		
Billing rate (\$/hr)	\$ 136.77	\$ 229.65	\$ 167.90	\$ 113.98	\$ 239.35	\$ 255.34		
Task 4.3.0 Desktop Study/Project Setup	10	2		1			13	\$ 1,940.99
Task 4.3.1: Field Exploration			16				16	\$ 2,686.47
Task 4.3.2: Laboratory Testing							0	\$ -
Task 4.3.3/4/5: Analysis, Draft and Report Prep	16	7		5	2	1	31	\$ 5,099.81
Task 8.2.0 Desktop Study/Project Setup		1					1	\$ 229.65
Task 8.2.1: Field Exploration			8				8	\$ 1,343.23
Task 8.2.2: Laboratory Testing							0	\$ -
Task 8.2.3/4/5: Analysis, Draft and Report Prep	8	5		1	2	1	17	\$ 3,090.43
Anticipated Salary Increases							0	\$ 1,306.95
Fixed Fee							0	\$ 1,569.75
LABOR HOURS	34	15	24	7	4	2	86	
LOADED LABOR FEE	\$ 4,650.25	\$ 3,444.71	\$ 4,029.70	\$ 797.84	\$ 957.41	\$ 510.68		\$ 17,267.28

Exhibit A- Scope of Services/Payment Provisions

BSK Project Summary

Project Name: Castroville Combined

TASK	HOURS	LABOR BUDGET	LAB BUDGET	ODC BUDGET	SUB BUDGET	TOTAL COST
Task 4.3.0 Desktop Study/Project Setup	13	\$ 1,940.99	\$ -	\$ 1,455.60	\$ 1,800.00	\$ 5,196.59
Task 4.3.1: Field Exploration	16	\$ 2,686.47	\$ -	\$ 1,642.60	\$ -	\$ 4,329.06
Task 4.3.2: Laboratory Testing	0	\$ -	\$ 6,214.00	\$ -	\$ 16,000.00	\$ 22,214.00
Task 4.3.3/4/5: Analysis, Draft and Report Prep	31	\$ 5,099.81	\$ -	\$ 4,265.00	\$ -	\$ 9,364.81
Task 8.2.0 Desktop Study/Project Setup	1	\$ 229.65	\$ -	\$ 1,233.50	\$ -	\$ 1,463.15
Task 8.2.1: Field Exploration	8	\$ 1,343.23	\$ -	\$ 672.00	\$ 6,300.00	\$ 8,315.23
Task 8.2.2: Laboratory Testing	0	\$ -	\$ 2,349.00	\$ -	\$ -	\$ 2,349.00
Task 8.2.3/4/5: Analysis, Draft and Report Prep	17	\$ 3,090.43	\$ -	\$ 1,200.00	\$ -	\$ 4,290.43
Anticipated Salary Increases	0	\$ 1,306.95	\$ -	\$ -	\$ -	\$ 1,306.95
Fixed Fee	0	\$ 1,569.75	\$ -	\$ -	\$ -	\$ 1,569.75
TOTALS	86	\$ 17,267.28	\$ 8,563.00	\$ 10,468.70	\$ 24,100.00	\$ 60,398.98

Exhibit A- Scope of Services/Payment Provisions

20230844.P Monterey County ATP Project LSA		LSA													Total LSA Hours	Total LSA Fees
8/15/2024		Principal in Charge Pam Reading	Project Manager Laurel Huntzinger	Environmental Planner Ashley Honer	Air/Energy/GHG Jessica	Biologist Kelly McDonald	Cultural Resources Rory	Noise Moe	Noise PIC/JT Stephens	GIS Mitch	Graphics	DM	AQ Associate Cara Cunningham	Cultural Resources (Kendra Kolar)		
Hourly Rate (\$/ hour)		\$85.19	\$60.36	\$38.08	\$72.12	\$35.81	\$42.12	\$39.14	\$72.12	\$35.33	\$42.61	\$36.23	\$52.50	\$29.77		
ICR: Overhead Rate		233.11%														
Profit		10.00%														
Multiplier		3.6642														
Escalation		5%														
% in Year																
50%	Year 1	\$312.15	\$221.17	\$139.53	\$264.26	\$131.22	\$154.34	\$143.42	\$264.26	\$129.46	\$156.13	\$132.75	\$192.37	\$109.08		
50%	Year 2	\$327.76	\$232.23	\$146.51	\$277.48	\$137.78	\$162.05	\$150.59	\$277.48	\$135.93	\$163.94	\$139.39	\$201.99	\$114.54		
100%	Weighted Average	\$319.96	\$226.70	\$143.02	\$270.87	\$134.50	\$158.19	\$147.00	\$270.87	\$132.69	\$160.04	\$136.07	\$197.18	\$111.81		
Task 5.1 Consultation with Regulatory Agencies																
Background Review and Project Description		1.00	2.00	4.00					4.00	2.00					13.00	\$2,694.31
Task 5.1 Consultation with Regulatory Agencies Subtotal		1.00	2.00	4.00	0.00	0.00	0.00	0.00	4.00	2.00	0.00	0.00	0.00	0.00	13.00	\$2,694.31
Task 5.2 Preparation of Applications																
Clean Water Act Section 404															0.00	\$0.00
Clean Water Act 401/WDR															0.00	\$0.00
Section 1602															0.00	\$0.00
Task 5.2 Preparation of Applications Subtotal		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Task 5.3 Environmental Studies																
Cultural Resources (Section 106 included)		4.00	6				60.00			24.00		23.00		13.00	130.00	\$19,899.59
Administrative Draft CE Memorandum and NOE		2.00	6.00	16.00	2.00	4.00	1.00	4.00	2.00	3.00	2.00	4.00	8.00		54.00	\$9,496.02
Final CE Memorandum and NOE		1.00	2.00	4.00								1.00			8.00	\$1,481.52
Task 5.3 Environmental Studies Subtotal		7.00	14.00	20.00	2.00	4.00	61.00	4.00	2.00	27.00	2.00	28.00	8.00	13.00	192.00	\$30,877.12
Subtotal Labor:		8.00	16.00	24.00	2.00	4.00	61.00	4.00	6.00	29.00	2.00	28.00	8.00	13.00	205.00	\$33,571.43
Reimbursable Expenses																
Subtotal Reimbursable Expenses																\$1,097.40
															Total	\$34,668.83

Exhibit A- Scope of Services/Payment Provisions

County of Monterey, Department of Public Works, Facilities and Parks		Bess Test Lab - Potholing										Due Date: 26-Feb-24		
Professional Engineering Services for ATP Projects		COST PROPOSAL												
Castroville, CA		Hours by Task -Bess Test Lab Only												
Task Description	Project Manager	Utility Foreman	Utility Locator	Potholing Operator	Potholing Technician	Restoration Technician	Restoration Technician	Traffic Control Technician	Traffic Control Technician	Report Technician	Admin 0	Total Hours	Total \$	
	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task 4	Geotechnical Investigation												0	\$0
Task 4.1	Utility Potholing (Bess)	8	24	16	32	32	32	32	32	32	4	16	260	\$29,288
Task 4.2	Earthwork calculations												0	\$0
Task 4.3	Road Subgrade Properties and "R" Values (BSK)												0	\$0
Task 4.3.1	Desktop Study/Project Setup												0	\$0
Task 4.3.2	Field Exploration												0	\$0
Task 4.3.3	Laboratory Testing												0	\$0
Task 4.3.4	Soils Analysis/Evaluation												0	\$0
Task 4.3.5	Draft Geotechnical Report												0	\$0
Task 4.3.6	Final Geotechnical Report												0	\$0
	Total Hours	8	24	16	32	32	32	32	32	32	4	16	260	\$29,288
	Raw Hourly Rate	\$137.07	\$137.52	\$ 108.79	\$165.94	\$108.79	\$108.79	\$108.79	\$108.79	\$ 76.17	\$57.02	\$78.03		
	Fee/Classification	1097	3300	1741	5310	3481	3481	3481	3481	2437	228	1249	260	\$29,288
	% of Total Hours/Classification	3%	9%	6%	12%	12%	12%	12%	12%	12%	2%	6%		
												Escalation	439.32	
												Total Cost	\$29,727	

Other Direct Costs

Description of Item	Quantity	Unit	Unit Cost	Total
Vacuum Excavator -Hydro	32	Hr	\$285.00	\$ 9,120.00
Special Surface Backfill	20	Qty	\$95.00	\$ 1,900.00
Hotpatch Material & Equipment	20	Qty	\$300.00	\$ 6,000.00
Traffic Control Arrow Board Truck w/Cones ect.	32	Hr	\$72.00	\$ 2,304.00
Traffic Control Plans	6	EA	\$400.00	\$ 2,400.00
Dump Fees	4	Qty	\$1,100.00	\$ 4,400.00
City Encroachment Permit	1	Qty	\$3,500.00	\$ 3,500.00
1-Person Utility Truck Mobilization Rate	22	HR	\$111.00	\$ 2,442.00
Hydrovac Utility Truck Mobilization Rate	12	HR	\$580.00	\$ 6,960.00
Utility Truck w/GPR & EM Pipe Locator	16	HR	\$69.00	\$ 1,104.00

Total Other Direct Costs \$ 40,130.00
 Total Cost \$ 69,856.85

Exhibit A- Scope of Services/Payment Provisions

**TRC ENGINEERS, INC.
RATE SCHEDULE**

Personnel Classification/Year	2024	2025	2026
Senior Project Manager	\$335.00	\$340.00	\$350.00
QA/QC Manager	\$295.00	\$300.00	\$310.00
Senior Project Engineer	\$295.00	\$300.00	\$310.00
Project Engineer	\$260.00	\$270.00	\$280.00
Senior Project Designer	\$235.00	\$240.00	\$250.00
Senior Roadway Engineer	\$220.00	\$225.00	\$230.00
Senior Bridge Engineer	\$220.00	\$225.00	\$230.00
Bridge Engineer II	\$140.00	\$150.00	\$155.00
Bridge Engineer I	\$115.00	\$125.00	\$135.00
Roadway Engineer II	\$140.00	\$150.00	\$155.00
Roadway Engineer I	\$115.00	\$125.00	\$135.00
CADD Supervisor	\$150.00	\$165.00	\$170.00
CADD Technician	\$115.00	\$120.00	\$125.00
Desktop Publisher	\$ 85.00	\$ 90.00	\$ 95.00
Administrative Assistant	\$ 85.00	\$ 90.00	\$ 95.00

The 2024 rates are effective through December 31, 2024. Subsequent rates indicated are effective from January 1 through December 31 of the listed year.

EXHIBIT B – CALTRANS PROVISIONS

Verbatim- Articles VII, and IX of Caltrans Exhibit 10-R

Article VII Cost Principles and Administrative Requirements

- A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.
- B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.
- D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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 COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'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 COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor 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, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY 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 CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY 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

EXHIBIT B – CALTRANS PROVISIONS

disallowance of prior reimbursed costs.

- E. CONTRACTOR'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 CONTRACTOR and approved by the COUNTY 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 CONTRACTOR 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 CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR 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, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing 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 CONTRACTOR 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 CONTRACTOR's and/or the independent CPA's revisions.
 3. If the CONTRACTOR 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.

EXHIBIT B – CALTRANS PROVISIONS

4. CONTRACTOR may submit to COUNTY 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 COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY 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 COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

EXHIBIT B – CALTRANS PROVISIONS

Exhibit 10-H1 Cost Proposal

Consultant: TRC Engineers, Inc (Prime Consultant)

Date: 10-Sep-24

PROJECT County of Monterey, Department of Public Works
Professional Engineering for ATP Projects
Castroville, CA

0

DIRECT LABOR

Employee	Function	Hours	Hourly Rate	Total
0	PICQA/QC	0	@ \$105.99	\$0
0	Project Manager	183	@ \$93.41	\$17,094
0	Lead RoadwayEngineer	88	@ \$79.04	\$6,956
0	Lead BridgeEngineer	0	@ \$79.04	\$0
Staff	Project Engineer	334	@ \$79.04	\$26,400
Staff	SeniorEngineer	260	@ \$61.08	\$15,880
Staff	Engineer II	174	@ \$50.30	\$8,752
Staff	Engineer I	636	@ \$41.32	\$26,278
Staff	Eng. CADD Supervisor	135	@ \$53.89	\$7,275
Staff	Eng. CADD Technician	456	@ \$41.32	\$18,841
Staff	Eng. Adm. Assistant	22	@ \$30.54	\$672
Staff	Data Processor	0	@ \$30.54	\$0
Escalation Factor				\$840
Total Direct Labor Costs		2,288		\$128,987.26

INDIRECT COSTS

	Rate	Total
Fringe Benefits Rate	51.23%	
Overhead Rate	101.81%	
COFC	0.00%	
Overhead	153.03%	\$197,393.08
Total Indirect Costs		\$197,393.08

OTHER DIRECT COSTS

	Quantity	Per Unit	Total
Airfare (round trips)	0	\$0.00	\$0.00
Mileage (personal vehicle)	1098	\$0.67	\$735.66
Lodging	4	\$175.00	\$700.00
Per Diem (GSA, lunch)	20	\$18.00	\$360.00
Car rental	4	\$48.00	\$192.00
Miscellaneous	2	\$50.00	\$100.00
Mail	0	\$0.68	\$0.00
Overnight mail	4	\$20.00	\$80.00
Copies (8.5x11)	500	\$0.06	\$30.00
Copies (11x17)	500	\$0.12	\$60.00
Prints (22x34)	0	\$3.00	\$0.00
Mylars (22x34)	0	\$12.00	\$0.00
Envir. Permits	0	\$0.00	\$0.00
Miscellaneous	1	\$173.77	\$173.77
Total Other Costs			\$2,431.43

FEE (Profit)

10% **\$32,638.03**

SUBCONTRACTOR COSTS (detailed cost estimate attached)

BSK	Geotechnical	\$60,398.98
LSA	Environmental	\$34,668.83
Bess Testlab	Potholing	\$69,856.85
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Total		\$164,924.66

TOTAL COST

\$526,374.46

COST PROPOSAL PAGE 1 OF 2

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 Sub

Consultant BSK Associates

Project No. _____

Contract No. Castroville ATP

Date: 8/5/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Carrie Foulk, PE, GE	4.00	73.50	\$294.00
Principal	Neva Popenoe, PE, GE	15.00	70.52	\$1,057.80
Principal	Cristiano Melo, PE, GE	2.00	78.41	\$156.82
Staff Engineer**	TBD	24.00	51.56	\$1,237.44
Project Professional I	TBD	34.00	42.00	\$1,428.00
Project Administrator	TBD	7.00	35.00	\$245.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$4,419.06

b) Anticipated Salary Increases (see page 2 for sample)

\$401.34

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$4,820.40

INDIRECT COSTS

d) Fringe Benefits

Rate:

73.66%

e) Total Fringe Benefits

[(c) x (d)]

\$3,550.75

f) Overhead

(Rate:

151.99%

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

\$7,326.38

h) General and Administrative (l) (Rate:

0.00%

i) Gen & Admin [(c) x (h)]

\$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]

\$10,877.13

FIXED FEE

q) Fixed Fee (Rate: %)

10.00%

k) TOTAL FIXED FEE [(c)+(j)] x (q)

\$1,569.75

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	610	Mile	\$0.67	\$408.70
Per Diem/Travel	3	Day	\$250.00	\$750.00
Equipment Rental and Supplies	3	Day	\$503.33	\$1,510.00
Permit Fees	4	Permit	\$600.00	\$2,400.00
Drilling Fees (Full Day)	2	Day	\$5,500.00	\$11,000.00
Drilling Fees (Half Day)	1	Day	\$3,800.00	\$3,800.00
Private Utility Location	1	Day	\$1,800.00	\$1,800.00
Traffic Control	3	Day	\$2,500.00	\$7,500.00
LOTB - Drafting	9	Sheet	\$600.00	\$5,400.00
Laboratory Testing - Direct Shear	7	Test	\$276.00	\$1,932.00
Laboratory Testing - Moisture/Density	20	Test	\$54.00	\$1,080.00
Laboratory Testing - Consolidation/Collapse	2	Test	\$257.00	\$514.00
Laboratory Testing - Expansion Potential	2	Test	\$296.00	\$592.00
Laboratory Testing - R-Value	2	Test	\$475.00	\$950.00
Laboratory Testing - Sieve w/Wash	9	Test	\$215.00	\$1,935.00
Laboratory Testing - Corrosion	6	Test	\$260.00	\$1,560.00

l) Total Other Direct Costs

\$43,131.70

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

Subconsultant's Name	Cost
Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
j) TOTAL SUBCONSULTANTS' COSTS \$	\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$43,131.70
TOTAL COST [(c) + (j) + (k) + (n)]	\$60,398.98

NOTES:

1. 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 should be based on an annual abasis 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.
-

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (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 <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$4,419.06	86.00		\$51.38	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	\$51.38	+	5%	=	\$53.95	Year 2 Avg Hourly Rate
Year 2	\$53.95	+	5%	=	\$56.65	Year 3 Avg Hourly Rate
Year 3	\$56.65	+	5%	=	\$59.48	Year 4 Avg Hourly Rate
Year 4	\$59.48	+	5%	=	\$62.46	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	10.00%	*	86.0	=	8.6	Estimated Hours Year 1
Year 2	40.00%	*	86.0	=	34.4	Estimated Hours Year 2
Year 3	25.00%	*	86.0	=	21.5	Estimated Hours Year 3
Year 4	15.00%	*	86.0	=	12.9	Estimated Hours Year 4
Year 5	10.00%	*	86.0	=	8.6	Estimated Hours Year 5
Total	100%		Total	=	86.0	

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	\$51.38	*	9	=	\$441.91	Estimated Hours Year 1
Year 2	\$53.95	*	34	=	\$1,856.01	Estimated Hours Year 2
Year 3	\$56.65	*	22	=	\$1,218.00	Estimated Hours Year 3
Year 4	\$59.48	*	13	=	\$767.34	Estimated Hours Year 4
Year 5	\$62.46	*	9	=	\$537.14	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$4,820.40	
	Direct Labor Subtotal before Escalation			=	\$4,419.06	
	Estimated total of Direct Labor Salary Increase			=	\$401.34	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 the breakdown of the labor to be performed each year.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
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.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

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: Aaron Badavinac Title*: CFO

Signature:  Date of Certification: 8/5/2024

Email: aada@skassociates.co Phone Number: 559-497-2880

Address: 691 N Laverne Ave, Suite 101, Fresno, CA 93727

* 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

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 4
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

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

Consultant LSA Associates, Inc.

Project No. _____ Contract No. _____

Date 08/01/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge*	Pam Reading	8	\$85.19	\$681.52
Project Manager*	Laurel Huntzinger	16	\$60.36	\$965.76
Environmental Planner	Ashley Horner	24	\$38.08	\$913.92
Air/Energy/GHG	Jessica Coria	2	\$72.12	\$144.24
Biologist	Kelly McDonald	4	\$35.81	\$143.24
Cultural Resources	Rory Goodwin	61	\$42.12	\$2,569.32
Cultural Resources	Kendra Kolar	13	\$29.77	\$387.01
Noise Analyst	Moe Abushanab	4	\$39.14	\$156.56
Principal - Noise	JT Stephens	6	\$72.12	\$432.72
GIS	Mitchell Alexander	29	\$35.33	\$1,024.57
Graphics		2	\$42.61	\$85.22
Associate-Air Quality	Cara Cunningham	8	\$52.50	\$420.00
Word Processor/Admin		28	\$36.23	\$1,014.44

Total Hours: 205

LABOR COSTS	
a) Subtotal Direct Labor Costs	\$8,938.52
b) Anticipated Salary Increases (see page 2 for calculation)	\$223.46
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$9,161.98

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>94.56%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$8,663.57
f) Overhead & G&A (Rate: <u>138.55%</u>)	g) Overhead [(c) x (f)]	\$12,693.93
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$21,357.50

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>]	\$3,051.95
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Records Search	1	Cost	\$950.00	\$950.00
Mileage (on-road) 2023	220	Miles	\$0.670	\$147.40
l) TOTAL OTHER DIRECT COSTS				\$1,097.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)	\$0.00
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m) TOTAL SUBCONSULTANTS' COSTS

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$1,097.40
TOTAL COST [(c) + (j) + (k) + (n)]	\$34,668.83

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.

EXHIBIT 10-H COST PROPOSAL PAGE 3 OF 4

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (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 <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$8,938.52	205.00		\$43.60	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	\$43.60	+	5%	=	\$45.78	Year 2 Avg Hourly Rate
Year 2	\$45.78	+	5%	=	\$48.07	Year 3 Avg Hourly Rate
Year 3	\$48.07	+	5%	=	\$50.48	Year 4 Avg Hourly Rate
Year 4	\$50.48	+	5%	=	\$53.00	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	50.00%	*	205.0	=	102.5	Estimated Hours Year 1
Year 2	50.00%	*	205.0	=	102.5	Estimated Hours Year 2
Year 3	0.00%	*	205.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	205.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	205.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	205.0	

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	\$43.60	*	102.5	=	\$4,469.26	Estimated Hours Year 1
Year 2	\$45.78	*	102.5	=	\$4,692.72	Estimated Hours Year 2
Year 3	\$48.07	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.48	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.00	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$9,161.98	
	Direct Labor Subtotal before Escalation			=	\$8,938.52	
	Estimated total of Direct Labor Salary Increase			=	\$223.46	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.

EXHIBIT 10-H1 COST PROPOSAL PAGE 4 OF 4

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:

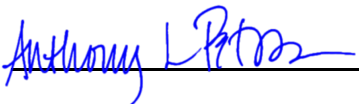
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - 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: Anthony Petros Title*: CEO

Signature:  Date of Certification (mm/dd/yyyy): 08/01/2024

Email: tony.petros@lsa.net Phone Number (949) 553-0666 Ext. 7268

Address: 3210 El Camino Real, Suite 100, Irvine, California 92602

*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:

Provide environmental support for the Monterey County ATP Project in the community of Castroville

Exhibit 10-H1 Cost Proposal
Monterey County ATP Project (Castroville, Ca)
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Note: Mark-ups are Not Allowed (Design, Engineering and Environmental Studies)
 Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Bess Testlab, Inc.

Project No. Castroville ATP

Contract No. _____

Date 4/26/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Management	Andrew Duarte	8	\$45.67	\$ 365.36
Utility Foreman	Justin Casey**	24	\$45.82	\$ 1,099.68
Utility Locator	Tafia Vicky Peneuata**	16	\$36.25	\$ 580.00
Potholing Operator	Gibson Falepouono**	32	\$55.29	\$ 1,769.28
Potholing Technician	Christian Saucedo**	32	\$36.25	\$ 1,160.00
Restoration Technician	Ruben Guzman**	32	\$36.25	\$ 1,160.00
Restoration Technician	Jorge Rodriguez **	32	\$36.25	\$ 1,160.00
Traffic Control Technician	Juan Jardon **	32	\$36.25	\$ 1,160.00
Traffic Control Technician	Tommie Wilson (Apprentice)**	32	\$25.38	\$ 812.16
Report Technician	Jacqueline Marcial	4	\$19.00	\$ 76.00
Admin	Neyda Gomez	16	\$26.00	\$ 416.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 9,758.48
 b) Anticipated Salary Increases \$ 146.38 (see Escalation Calc.)
c) Total Direct Labor Costs [(a) + (b)] \$ 9,904.86

INDIRECT COSTS

d) Fringe Benefits (Rate: 28.14%) e) Total Fringe Benefits [(c) x (d)] \$ 2,787.23
 f) Overhead (Rate: 96.96%) g) Overhead [(c) x (f)] \$ 9,603.75
 h) General and Administrative (Rate: 47.74%) i) Gen & Admin [(c) x (h)] \$ 4,728.58
j) Total Indirect Costs [(e) + (g) + (i)] \$ 17,119.56

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 2,702.44

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

Description of Item	Quantity	Unit	Unit Cost	Total
Vacuum Excavator -Hydro	32	Hr	\$285.00	\$ 9,120.00
Special Surface Backfill	20	Qty	\$95.00	\$ 1,900.00
Hotpatch Material & Equipment	20	Qty	\$300.00	\$ 6,000.00
Traffic Control Arrow Board Truck w/Cones ect.	32	Hr	\$72.00	\$ 2,304.00
Traffic Control Plans	6	EA	\$400.00	\$ 2,400.00
Dump Fees	4	Qty	\$1,100.00	\$ 4,400.00
City Encroachment Permit	1	Qty	\$3,500.00	\$ 3,500.00
1-Person Utility Truck Mobilization Rate	22	HR	\$111.00	\$ 2,442.00
Hydrovac Utility Truck Mobilization Rate	12	HR	\$580.00	\$ 6,960.00
Utility Truck w/GPR & EM Pipe Locator	16	HR	\$69.00	\$ 1,104.00

l) TOTAL OTHER DIRECT COSTS \$ 40,130.00
TOTAL COST [(c) + (j) + (k) + (n)] \$ 69,856.85

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
\$250,000.00	500		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	100%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	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.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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: Andrew Duarte Title *: Project Manager
 Signature : *Andrew Duarte* Date of Certification (mm/dd/yyyy): 04/26/2024
 Email: andrew@besstestlab.com Phone Number: (510) 963-9273
 Address: 2463 Tripaldi Way, Hayward, Ca 94545

*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:

Potholing for Underground Utilities.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
12. Amount of Payment (check all that apply) \$ TBD _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____			15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			Signature: <u>Justina L. Conklin</u> Print Name: <u>Justina Conklin</u> Title: <u>Project Manager</u> Telephone No.: <u>916-366-0632</u> Date: <u>4/17/24</u>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT C – INCORPORATION OF RFP #10911,
ADDENDUMS NO. 1 THROUGH 3 TO RFP #10911, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10911, to provide professional engineering services for the Active Transportation Program (ATP) Projects in communities of Chualar, San Ardo, and Castroville. TRC Engineers, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10911. County selected TRC Engineers, Inc. to provide professional engineering services for the Castroville Community and School Connections ATP Project.

RFP #10911, Addendums No. 1 through 3 to RFP #10911, and the Proposal submitted by TRC Engineers, Inc. are hereby incorporated into this Agreement by this reference.

Exhibit D- Limits of Work

EXHIBIT D



- Gap Closure : Areas 1, 2 and 3 noted below
- ① CONSTRUCT CURB & GUTTER PER DETAIL 1 ON SHEET 2.
 - ② CONSTRUCT SIDEWALK PER DETAIL 2 ON SHEET 2.
 - ③ CONSTRUCT ADA RAMP PER DETAIL 3, 4, & 5 ON SHEET 2.
 - * SIDEWALK AND ADA RAMP CONSTRUCTION MAY REQUIRE RETAINING WALL INSTALLATION IN AREAS NOTED.

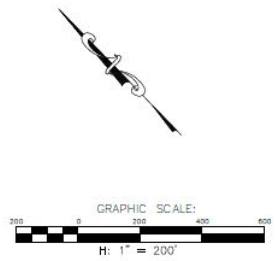


EXHIBIT E – MODIFICATION TO AGREEMENT PROVISIONS

Replace **Section 6., PAYMENT CONDITIONS** with the following:

- 6.01. Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02. Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03. Invoice amounts shall be billed directly to the ordering department.
- 6.04. 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.
- 6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel. If reimbursement for travel expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.