

**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND CONSOR NORTH AMERICA, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR REPLACEMENT OF UVAS CREEK BRIDGE (37C0094)
(NEW NO. 37C0600) ON UVAS ROAD**

Federal Project No. BRLO 5937(123)

THIS SIXTH AMENDMENT ("Sixth Amendment") is made and entered into the date it is fully executed by and between County of Santa Clara, a political subdivision of the State of California ("County"), and, Consor North America, Inc., as approved assignee of Quincy Engineering, Inc., a California Corporation ("Consultant").

WHEREAS, County and Consultant entered into an agreement, dated May 11, 2010, for engineering and other professional technical services for Replacement of Uvas Creek Bridge (37C0094) on Uvas Road ("Agreement");

WHEREAS, the Agreement has previously been amended five times, and presently has a maximum compensation limit of \$920,000, and a term through December 31, 2024;

WHEREAS, the parties desire to amend the Agreement pursuant to this Sixth Amendment.

NOW, THEREFORE, in consideration of the mutual obligations in the Agreement and this Sixth Amendment, County and Consultant agree as follows:

1. Paragraph A of Article V of the Agreement is amended to read in its entirety as follows:
 - A. County's maximum compensation limit for services under this Agreement is the not-to-exceed amount of \$1,060,000.00. This maximum compensation limit includes services authorized under Article VII - Additional Services. Consultant shall be solely responsible for not exceeding this limit.
2. Paragraph A of Article VI of the Agreement is amended to read in its entirety as follows:
 - A. The term of this Agreement commences upon execution of this Agreement by the County. The Consultant shall commence work only after written notification to proceed by the Department's Project Manager. The Agreement shall terminate on December 31, 2025 unless terminated earlier in accordance with Article X -Termination of Agreement in this Agreement.
3. Article XIII. CONFLICT OF INTEREST of the Original Agreement, as amended by all previous amendments, is replaced in its entirety to read as follows:

ARTICLE XIII. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts;

and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

If applicable, Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to

any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

4. Article XXI. COMPLIANCE WITH ALL LAWS of the Original Agreement, as amended by all previous amendments is amended by deleting in its entirety and replacing it as follows:

ARTICLE XXI. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Consultant's violation of this provision shall be deemed a material default by Consultant, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Consultant agrees to indemnify and hold harmless County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Consultant's failure to comply with the act and any standards or regulations issued there under.

(1) Compliance with All Laws. Consultant shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Consultant shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for Consultants on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Consultant discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Consultant shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A “Final Judgment, Decision, Determination, or Order” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Consultant: By signing this Agreement, Consultant affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Consultant violated an applicable wage and hour or pay equity law. Consultant further affirms that it has satisfied and complied with – or has reached agreement with County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Consultant receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Consultant shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Consultant shall inform the Office of County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Consultant shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in

this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Consultant's records, Consultant shall permit County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon County's request, Consultant shall provide County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Consultant's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Consultant shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly

or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:

(i) Suspend or terminate any or all parts of this Agreement.

(ii) Withhold payment to Consultant until full satisfaction of a Final Judgment, Decision, Determination, or Order.

(iii) Offer Consultant an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

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5. ARTICLE XXXVI, SURVIVAL, is added to the Agreement:

ARTICLE XXXVI. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.

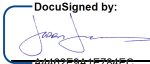
6. ATTACHMENT E (Fee Schedule) of Article XXXV – Attachment E is replaced with Attachment E, attached to this Sixth Amendment and incorporated by reference.
7. ATTACHMENT F - INSURANCE AND INDEMNIFICATION REQUIREMENTS is replaced in its entirety with Attachment F, attached to this Sixth Amendment and incorporated by reference.
8. Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.
9. Except as modified by the foregoing, all other terms, conditions and stipulations of the Agreement remain in full force and effect. If there is a conflict between the Sixth Amendment and any other part of the Agreement, as previously amended, then this Sixth Amendment shall control.
10. By signing below, each signatory warrants and represents that they executed this Sixth Amendment, in their authorized capacity, that they have the authority to bind the entity or person for whom they sign to contractual obligations and that, by their signature, the entity or person on behalf of which they acted executed this Sixth Amendment.
11. This Amendment shall not be construed more strongly against either party regardless of who is responsible for its preparation.
12. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have entered into this Sixth Amendment and it is effective on the date signed by all parties.

OWNER:
COUNTY OF SANTA CLARA

By: _____
Susan Ellenberg, President
Board of Supervisors
Date

CONSULTANT:
CONSOR NORTH AMERICA, INC.

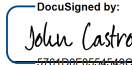
By:  1/26/2024
Jason Jurrens
California Regional
Manager
Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

By: _____
Curtis Boone
Acting Clerk of the Board of
Supervisors
Date

APPROVED AS TO FORM AND LEGALITY:

By:  1/22/2024
John A. Castro
Deputy County Counsel
Date

Attachments: E (Rev. 01/2024) Attachment F (Rev. 10/2023)

CONSOR - Attachment E (FEE SCHEDULE)

Amendment 6 Task Breakdown

County of Santa Clara
Roads & Airport Department
101 Skyport Drive
San Jose, Ca 95110

Attn: Solomon Tegegne

Conсор
11017 Cobberock Drive, Suite 100
Rancho Cordova, CA 95670

Project:	Replacement of Uvas Creek Bridge (37C0094) on Uvas Road	S05-100
Date of Services:		

Description	Cost Proposal Amount	Previously Billed	Amendment 6	Rev Budget w/Amend 6	Remaining Budget w/ Amend 6	Percent Billed
Task Order 1 - Project Meetings & Management	\$ 32,685.50	\$ 60,124.72	\$ -	\$ 32,685.50	\$ (27,439.22)	100%
Task Order 2 - Topographic Srvy, Crk Sct	\$ 3,680.08	\$ 2,408.11	\$ -	\$ 3,680.08	\$ 1,271.97	100%
Task Order 3 - Hydraulic & Hydraulic Stds	\$ 77,474.77	\$ 74,137.49	\$ -	\$ 77,474.77	\$ 3,337.28	100%
Task Order 4 - Preliminary Gtechncl Invs	\$ 2,811.68	\$ 2,682.30	\$ -	\$ 2,811.68	\$ 129.38	100%
Task Order 5 - Prelim Roadway Plns/Brdg APS	\$ 22,825.09	\$ 24,730.95	\$ -	\$ 22,825.09	\$ (1,905.86)	100%
Task Order 6 - APE Map & Environmental	\$ 79,140.41	\$ 80,138.79	\$ -	\$ 79,140.41	\$ (998.38)	100%
Task Order 7 - Project Report (35%)	\$ 8,907.72	\$ 14,188.03	\$ -	\$ 8,907.72	\$ (5,280.31)	100%
Task Order 8 -Final Geotech Investigation	\$ 40,218.77	\$ 42,808.28	\$ -	\$ 40,218.77	\$ (2,589.51)	100%
Task Order 9 -Final Design-Roadway & Bridg	\$ 49,295.29	\$ 110,443.99	\$ -	\$ 49,295.29	\$ (61,148.70)	100%
Task Order 10 -Detailing-Roadway & Bridge	\$ 37,112.95	\$ 50,063.00	\$ -	\$ 37,112.95	\$ (12,950.05)	100%
Task Order 11 - Submittal of 65% Plans	\$ 3,475.00	\$ 13,993.63	\$ -	\$ 3,475.00	\$ (10,518.63)	100%
Task Order 12 - Independent Check-Rdway & Br	\$ 26,348.61	\$ 16,326.23	\$ -	\$ 26,348.61	\$ 10,022.38	100%
Task Order 13 - Technical Specifications	\$ 11,171.90	\$ 9,638.82	\$ -	\$ 11,171.90	\$ 1,533.08	100%
Task Order 14 - Construction Quantits & Esti	\$ 19,471.97	\$ 19,222.95	\$ -	\$ 19,471.97	\$ 249.02	100%
Task Order 15 - QC & Constructibility Review	\$ 5,894.83	\$ 4,053.25	\$ -	\$ 5,894.83	\$ 1,841.58	100%
Task Order 16 - Submittal of 95% PS&E	\$ 5,988.45	\$ 31,890.60	\$ -	\$ 5,988.45	\$ (25,902.15)	100%
Task Order 17 - Final PS&E Submittal (100%)	\$ 4,212.07	\$ 4,425.99	\$ -	\$ 4,212.07	\$ (213.92)	100%
Task Order 18 - ROW Engineering	\$ 792.58	\$ 8,792.62	\$ -	\$ 792.58	\$ (8,000.04)	100%
Task Order 19 - ROW Appraisal & Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Task Order 20 - Obtain Permits	\$ 23,006.90	\$ 24,617.76	\$ -	\$ 23,006.90	\$ (1,610.86)	100%
Task Order 21 - Bidding Assistance	\$ 1,566.36	\$ -	\$ -	\$ 1,566.36	\$ 1,566.36	100%
Task Order 22 - Construction Engineering Srv	\$ 180,099.07	\$ 22,176.17	\$ -	\$ 180,099.07	\$ 157,922.90	100%
Task Order 23 - Prepare Record Drawings	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	100%
Task Order 31 - Project Management	\$ 11,740.00	\$ 15,083.25	\$ -	\$ 11,740.00	\$ (3,343.25)	100%
Task Order 33 - Specs	\$ 12,740.00	\$ 14,706.23	\$ -	\$ 12,740.00	\$ (1,966.23)	100%
Task Order 34 - Q&E	\$ 2,228.00	\$ 2,247.94	\$ -	\$ 2,228.00	\$ (19.94)	100%
Task Order 35 - QA/QC	\$ 6,133.00	\$ 7,016.47	\$ -	\$ 6,133.00	\$ (883.47)	100%
Task Order 36 - 95% Submittal	\$ 10,123.00	\$ 27,105.75	\$ -	\$ 10,123.00	\$ (16,982.75)	100%
Task Order 37 - Final PS&E	\$ 6,202.00	\$ 44,835.03	\$ -	\$ 6,202.00	\$ (38,633.03)	100%
Task Order 40 - Permits	\$ 40,750.00	\$ 45,203.25	\$ -	\$ 40,750.00	\$ (4,453.25)	100%
Task Order 41 - Bid Assistance	\$ 3,505.00	\$ 449.73	\$ -	\$ 3,505.00	\$ 3,055.27	100%
Task Order 42 - Construction Support	\$ 164,895.00	\$ 169,387.51	\$ 129,824.00	\$ 294,719.00	\$ 125,331.49	179%
Task Order 43 - As Builts	\$ 2,697.00	\$ -	\$ -	\$ 2,697.00	\$ 2,697.00	100%
Task Order 80 - Contingency	\$ 16,443.00	\$ -	\$ -	\$ 16,443.00	\$ 16,443.00	100%
Task Order 90 - Other Direct Cost	\$ 2,364.00	\$ 3,007.47	\$ -	\$ 2,364.00	\$ (643.47)	100%
TOTAL	\$ 920,000.00	\$ 945,906.31	\$ 129,824.00	\$ 1,049,824.00	\$ 103,917.69	90%

Cumulative Totals	Contract Amount	Amendment 6	Rev Budget w/ Amend 6	Billed To Date (9/30/23)	Remaining Budget w/ Amend 6	Percent Billed
Quincy Engineering	\$ 561,448.20	\$ 112,184.00	\$ 673,632.20	\$ 632,373.53	\$ 41,258.67	94%
DJP	\$ 26,500.00		\$ 26,500.00	\$ 25,718.03	\$ 781.97	97%
H.T. Harvey & Associates	\$ 46,309.00		\$ 46,309.00	\$ 42,307.61	\$ 4,001.39	91%
LSA Associates, Inc.	\$ 104,622.00		\$ 104,622.00	\$ 103,261.10	\$ 1,360.90	99%
Parikh	\$ 70,870.80		\$ 70,870.80	\$ 53,315.51	\$ 17,555.29	75%
WRECO	\$ 110,250.00		\$ 110,250.00	\$ 88,930.53	\$ 21,319.47	81%
Achievement	\$ -	\$ 17,640.00	\$ 17,640.00		\$ 17,640.00	0%
	\$ 920,000.00	\$ 129,824.00	\$ 1,049,824.00	\$ 945,906.31	\$ 103,917.69	90%

Contingency	\$ -	\$ 10,176.00	\$ 10,176.00		\$ 10,176.00	0%
	\$ 920,000.00	\$ 140,000.00	\$ 1,060,000.00	\$ 945,906.31	\$ 113,917.69	89%

Cost Proposal

Task No.	Project Number: N10S051CA00 Project Name: Uvas Road Bridge																				
	TASKS	Senior Project Manager	Senior Engineer	Senior Engineer	Associate Engineer	Associate Engineer	Assistant Engineer II	Professional Engineer	Inspector VI	Assistant Engineer II	Assistant Engineer II	Conсор Total Hours	Conсор Total Labor Dollars	Conсор Labor	Conсор Profit	Conсор NLF Budget	NLF + Escalation	Task Cost	Task Hours	Achievement	Subconsultant Subtotal
		CDD	SAM	AKM	KNP	JBW	IT	TLT	MM	BK	CJC		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier					
No.	Initial Hourly Rate	\$99.23	\$82.95	\$83.79	\$67.03	\$58.10	\$48.48	\$54.67	\$80.00	\$40.36	\$48.48										
Key Personnel		Yes	Yes	No	No	No	No	No	No	No	No										
Prevailing Wage		No	No	No	No	No	No	No	Yes	No	No										
														2.6979	12%	3.0216					
1.0	Construction Support	60	120	40	80	8	20	20	20	20	120	508	\$35,374	\$95,437	\$11,452.39	\$106,889	\$109,564	\$ 109,564	508	\$17,640	\$17,640
	Subtotal - Hours	60	120	40	80	8	20	20	20	20	120	508	\$35,374.40	\$95,436.59	\$11,452.39	\$106,888.99	\$109,564	\$ 109,564	508		0
	Anticipated Salary Increases												\$885.28	\$2,388.40	\$286.61	\$2,675.00					
	Other Direct Costs															\$2,620.00					0
	Total Cost	\$5,954	\$9,954	\$3,352	\$5,362	\$465	\$970	\$1,093	\$1,600	\$807	\$5,818	\$35,374	\$36,260	\$97,825	\$11,739	\$112,184				\$17,640	\$17,640

Exhibit 10-H1 Cost Proposal Page 1 of 3

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

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

Project: Uvas Road Bridge
Consultant Consor North America, Inc.
Project No. N10S051CA00 Contract No. 0 Date 9/1/2023

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Actual Hourly Rate	Range	Total
Senior Project Manager	*	Davis, Carolyn	CDD	60	\$ 99.23	\$65 - \$125	\$ 5,953.80
Senior Engineer	*	McCauley, Scott	SAM	120	\$ 82.95	\$55 - \$125	\$ 9,954.00
Senior Engineer		Mitchell, Andrew	AKM	40	\$ 83.79	\$55 - \$125	\$ 3,351.60
Associate Engineer		Panayotov, Krassimir	KNP	80	\$ 67.03	\$45 - \$90	\$ 5,362.40
Associate Engineer		Wilson, Jared	JBW	8	\$ 58.10	\$45 - \$90	\$ 464.80
Assistant Engineer II		Toropov, Inessa	IT	20	\$ 48.48	\$ -	\$ 969.60
Professional Engineer		Truchement, Thomas	TLT	20	\$ 54.67	\$45 - \$100	\$ 1,093.40
Inspector VI	**	Martin, Martinie	MM	20	\$ 80.00	\$ -	\$ 1,600.00
Assistant Engineer II		Kotsyubuk, Boris	BK	20	\$ 40.36	\$ -	\$ 807.20
Assistant Engineer II		Cajegas, Cyam	CJC	120	\$ 48.48	\$ -	\$ 5,817.60
Subtotal:				508			\$ 35,374.40

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 35,374.40
b) Anticipated Salary Increases (see page 2 for calculation) \$ 885.28
c) Total Direct Labor Costs [(a) + (b)] \$ 36,259.68

INDIRECT COSTS

d) Fringe Benefits (Rate: 56.61%): e) Total Fringe Benefits [(c) x (d)] \$ 20,526.60
f) Overhead (Rate: 113.18%): g) Overhead [(c) x (f)] \$ 41,038.71
h) General and Administrative (Rate: 0.00%): i) Gen & Admin [(c) x (h)] \$ -
j) Total Indirect Costs [(e) + (g) + (i)] \$ 61,565.31

FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% \$ 11,739.00

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	4000	Miles	\$ 0.655	\$ 2,620.00
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 2,620.00

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

Achievement	\$ 17,640.00
m) TOTAL SUBCONSULTANTS' COSTS	\$ 17,640.00
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 20,260.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 129,823.99

NOTES:

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

Achievement Engineering

Cost estimate for **Uvas Creek Bridge Replacement 37C0094**. This is a Time and Material based on our fee schedule.

					\$17,640.00		
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	\$/Unit	Total
INS1:Source Inspection		10	4	40	hour	\$125	\$5,000.00
STL11: 7 Wires Strands		10	1	10	each	\$385	\$3,850.00
STL1: Rebar Tensile Test Up to #8		20	1	20	each	\$77	\$1,540.00
STL4: Rebar Bend Test Up to #8		20	1	20	each	\$77	\$1,540.00
STL2: Rebar Tensile Test Up to #9 to #11		20	1	20	each	\$99	\$1,980.00
STL2: Rebar Tensile Test Up to #9 to #11		20	1	20	each	\$99	\$1,980.00
POS6: Project Manager	10% of the invoice cost	1	7	7	hour	\$250	\$1,750.00

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Item#	Professional & Office Staff	Price	Unit			
POS1	Project Principal	\$275	/hour			
POS2	Geotechnical Engineer (G.E.)	\$275	/hour			
POS3	Certified Engineer Geologist (C.E.G.)	\$275	/hour			
POS5	Registered Professional Engineer	\$231	/hour			
POS6	Project Manager	\$198	/hour			
POS7	Staff Engineer	\$176	/hour			
POS8	Drafting	\$132	/hour			
POS9	Administrative	\$105	/hour			
POS11	Review of Welding Documents (WPS)	\$193	/hour			
POS12	Field Inspection Review & Preparation of Letter (up to 3 visits)	\$231	/letter			
POS13	Final Inspection Affidavit (up to 20 visits)	\$693	/letter			
POS14	Final Inspection Affidavit (up to 50 visits)	\$1,155	/letter			
POS15	Final Inspection Affidavit (up to 100 visits)	\$1,760	/letter			
POS16	Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only	\$341	/each			
POS17	Welder Qualification (each position)	\$770	/each			
POS18	Laboratory Supervisor	\$165	/hour			
POS19	Laboratory Technician	\$132	/hour			
	Inspections	Price	Unit			
INS1	Field Supervisor - Site Visit	\$149	/hour			
INS2	Special Inspection (Concrete, Post Tension, Masonry, Fireproofing)	\$131	/hour			
INS3	Special Inspection (Retrofit Epoxy, Expansion Bolt, Proof Load Test)	\$131	/hour			
INS4	Special Inspection (Soil, Segmental Retaining Wall, Asphalt)	\$131	/hour			
INS5	Special Inspection (Structural Steel and High-Strength Bolting) ICC	\$131	/hour			
INS6	Special Inspection (Structural Steel Welding) AWS and ICC	\$138	/hour			
INS7	Special Inspection (Structural Wood, Shear Wall Nailing)	\$162	/hour			
INS8	Concrete Slump & Sampling	\$131	/hour			
INS9	Special Inspection (DSA Masonry - DSA Shotcrete)	\$162	/hour			
INS10	Material Sampling from Field	\$131	/hour			
INS11	NACE Level II	\$171	/hour			
INS12	NDT Level II (UT, MT, PT)	\$162	/hour			
INS13	NDT Level III	\$220	/hour			
INS14	Pickup & Delivery of Samples	\$105	/hour			
INS15	Structural Steel Material Verification	\$138	/hour			
INS16	CASp/ADA Inspection	\$220	/hour			
INS17	Concrete Core Drilling (Two-man Crew)	\$341	/hour			
INS18	SI - CalGreen	\$147	/hour			
	Exploratory & Field Testing Equipment	Price	Unit			
EQP1	Schmidt Hammer	\$11	/hour			
EQP2	Torque Test	\$11	/hour			
EQP3	Pull Test	\$35	/hour			
EQP5	UT	\$44	/hour			
EQP6	MT	\$44	/hour			
EQP7	PT	\$44	/hour			
EQP8	Nuclear Gauge	\$31	/hour			
EQP9	Sand-cone	\$22	/hour			
EQP10	Core Drilling Machine	\$83	/hour			
EQP11	Torvane	\$17	/hour			
EQP12	Pocket Penetration	\$17	/hour			
EQP13	Concrete Scanning	\$77	/hour			
EQP14	Spray Fireproofing	\$33	/hour			
EQP15	Paint Intumescent Device	\$33	/hour			
EQP17	Moisture Measurement for Slab per Kit	\$83	/each			
EQP19	I-Pile Integrity Tester	\$110	/hour			
EQP20	Skidmore	\$47	/hour			
EQP21	High-Strength Bolts Torque Wrench	\$33	/hour			
	Laboratory Tests Description	ASTM	AASHTO	CTM	Price	Unit
	Concrete					
CONC1	Concrete Compressive Strength Test	C39	T22	521	\$55	/each

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CONC2	Concrete Drilled Core Compressive Strength Test with Preparation	C42	T24	-	\$66	/each
CONC3	Unit Weight of Concrete	C138	T121	518	\$61	/each
CONC4	Flexural Test per Beam	C78	-	523	\$77	/each
CONC5	Shotcrete Panel Test Coring with Sample Preparation	C1140	-	-	\$77	/each
CONC6	Concrete Trial Batches	C94	-	-	Quote	/each
CONC7	Storage Concrete Beyond 28 days	-	-	-	\$55	/each
CONC11	Coring / Evaluation of Pre-Constructions Panel (3 cores; Rebar # 3 to 7)	-	-	-	\$1,430	/panel
CONC12	Coring / Evaluation of Pre-Constructions Panel (3 cores; Rebar # 8 to 11)	-	-	-	Quote	/panel
CONC13	Coring / Evaluation of Pre-Constructions Panel (3 cores; Rebar above #11)				Quote	/panel
Masonry						
MASN1	CMU Strength, Unit Weight, Absorption	C140	-	-	\$1,430	/set
MASN2	Compression Test, 2" Cube Non-Shrink Grout or Mortar	C109	T106	-	\$55	/each
MASN3	Compression Test, Mortar Cylinder (2" x 4")	C780	-	515	\$55	/each
MASN4	Compression Test, Grout Prism (3" x 3" x 6")	C1019	-	-	\$55	/each
MASN5	Compression Test, Masonry Prism	C1314	-	-	\$308	/each
MASN8	Shear Test, Masonry Core	Title 24	-	-	\$101	/each
MASN9	Compression/Shear Test, Masonry Core	Title 24	-	-	\$152	/each
Soils						
SOIL1	Full Sieve Particle Size Analysis with Wash	D6913	T88	202	\$154	/each
SOIL2	Full Sieve Analysis with Wash - Bulk Sieve (if gravely or > 10 lb.)	D6913	T88	202	\$242	/each
SOIL3	Particle - Size Gradation of Fine - Grained Soils with Hydrometer	D7928	T99	216	\$253	/each
SOIL5	Modified Proctor Compaction - 4" mold	D1557	T180	216	\$341	/each
SOIL6	Modified Proctor Compaction - 6" mold	D1557	T180	216	\$407	/each
SOIL7	No. 200 Mesh Wash Particle Size Analysis	D1140	T11	-	\$101	/each
SOIL8	Resistance R-Value & Expansion Pressure of Compacted Soils	D2844	T190	301	\$385	/each
SOIL9	Consolidation Test	D2435	T216	219	\$583	/each
SOIL10	Moisture Content	D2216	T265	226	\$44	/each
SOIL11	Expansion Index	D4829	T190	-	\$506	/each
SOIL12	Plasticity Index	D4318	T87 - T89 - T90	204	\$297	/each
SOIL14	Unified Soil Classification System	D2487	-	-	\$495	/each
SOIL15	Moisture Content & Unit Weight (2.0" to 2.5" dia.)	D7263	T99 - T180	-	\$50	/each
SOIL19	Unconfined Compressive Strength	D2166	T208	-	\$80	/each
SOIL20	Soil Cement	D1633	T38	-	\$80	/each
SOIL21	Soil Cement with Cast In Lab	D1633	-	-	\$224	/each
SOIL22	Isotropic Triaxial Compression - UU (per point)	D2850	T296	230	\$171	/each
SOIL23	Isotropic Triaxial Compression - UU in Saturated Conditions (per point)	D2850	T296	230	\$286	/each
SOIL24	Isotropic Triaxial Compression - CU (per point)	D4767	T297	230	\$308	/each
SOIL25	Isotropic Triaxial Compression - CU (per point) - pore pressure measurements	D4767	T297	230	\$605	/each
SOIL27	California Bearing Ratio (CBR) - without Compaction Curve	D1883	T193	-	\$670	/each
SOIL30	Chloride, Sulfate Ion Concentration	D4327	-	417	\$132	/each
SOIL34	Minimum Resistivity of Soil	-	-	643	\$231	/each
SOIL35	pH of Soils	D4972	T289	643	\$58	/each
SOIL37	Organic Content	D2974	T267	-	\$138	/each
Asphalt						
ASPH2	Moisture Content of Asphalt Mixture	D4643	T329	370	\$325	/each
ASPH3	Bulk Specific Gravity and Density of Compacted	D1188/D2726	T275	308	\$66	/each
ASPH4	Theoretical Maximum Specific Gravity & Density HMA (Rice)	D2041	T209	309	\$253	/each
ASPH5	Asphalt Content by Ignition Method	D6307	-	382	\$429	/each
ASPH6	Asphalt Content by Ignition Method - Correction Factor	D6307	-	382	\$429	/each
ASPH7	Stabilometer Value / per Point	D5160	-	366	\$270	/each
ASPH9	Sieve Analysis of Extracted Aggregate	D5444	-	-	\$248	/each
Aggregate						
AGG1	Gradation - Coarse Aggregate	C136	T27	202	\$341	/each
AGG2	Gradation - Fine Aggregate	C136	T27	202	\$286	/each
AGG3	Gradation - Combined Course and Fine	C126	T27	202	\$528	/each
AGG4	Specific Gravity, Absorption (Fine Aggregate)	C128	T84	208	\$264	/each
AGG5	No. 200 Mesh Wash Particle Size Analysis	C117	-	-	\$297	/each
AGG6	Moisture Content	C566	T255	226	\$50	/each
AGG7	Organic Impurities in Fine Aggregate	C40	T21	213	\$182	/each

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AGG8	Aggregate Soundness (Magnesium or Sodium Sulfate Soundness)	C88	104	214	\$220	/each
AGG9	Evaluating Cleanness of Coarse Aggregate 1" x #4	-	-	227	\$220	/each
AGG10	Los Angeles Abrasion 1.5" x 3/4"	-	-	-	\$242	/each
AGG14	Sand Equivalent	D2419	T176	217	\$160	/each
AGG15	Aggregate Durability Index	D3744	-	229	\$264	/each
AGG16	Fractured Particles (Coarse Aggregate Angularity)	D5821	T335	205	\$264	/each
AGG18	Percentage of Flat & Elongated Particles in Coarse Aggregate	D4791	-	235	\$286	/each
AGG19	Uncompacted Void Content of Fine Aggregates	C1252	T304	234	\$231	/each
	Steel	ASTM	AASHTO	CTM	Price	Unit
STL1	Rebar Tensile Test Up to #8	A370	-	670	\$77	/each
STL2	Rebar Tensile Test #9 to #11	A370	-	670	\$99	/each
STL3	Rebar Tensile Test #14	A370	-	670	\$286	/each
STL4	Rebar Bend Test Up to #8	A370	-	670	\$77	/each
STL5	Rebar Bend Test #9 to #11	A370	-	670	\$99	/each
STL6	Rebar Bend Test #14	A370	-	670	\$286	/each
STL7	Resistance Butt Welds Splices Up to #9	A370	-	670	\$116	/each
STL8	Resistance Butt Welds Splices #11 to #14	A370	-	670	\$242	/each
STL9	Mechanical Splices Up to #8	A370	-	670	\$275	/each
STL10	Mechanical Splices #9 to #14	A370	-	670	\$429	/each
STL11	7 Wires Strands	A1034	-	670	\$385	/each
STL12	Sample Preparation	-	-	-	\$99	/hour
STL13	High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test	-	-	-	\$88	/each
STL14	AWS D1.1 - 3/8" Plate per Position (Tensile)	A370	-	-	\$66	/each
STL15	AWS D1.1 - 1" Plate per Position (Tensile)	A370	-	-	\$99	/each
STL16	AWS D1.1 - 3/8" Plate per Position (Bend)	A370	-	670	\$61	/each
STL17	AWS D1.1 - 1" Plate per Position (Bend)	A370	-	670	\$99	/each
STL18	Headed Bars Up to #8	A970	-	-	\$99	/each
STL19	Headed Bars #9 to #11	A970	-	670	\$149	/each
STL20	Headed Bars #14	-	-	687	\$303	/each
STL21	Enviro-Recycling Fee	-	-	-	\$6	/each
	Miscellaneous	ASTM	AASHTO	CTM	Price	Unit
MISC1	Spray-Applied Fireproof Density	E605	-	-	\$55	/each
MISC2	Contract Labor				At Cost + 20%	
MISC3	Outside Services				At Cost + 20%	
MISC4	Per Diem (or at cost, if higher)				\$187	/day
MISC6	Notarized Doc Processing				\$50	/each
MISC7	Travel Time				\$66	/hour
MISC8	Mileage				\$0.72	/mile

Achievement Engineering

1. ACHIEVENG requires two (2) business days' notice for scheduling inspectors and/or technicians.
2. Inspection charges start at the scheduled show-up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum of a four (4)-hour charge for any ACHIEVENG employee present onsite. Therefore, any work time that is less than four (4) hours, will be billed as four (4) hours.
 - After the initial four (4) hours, for any time that an ACHIEVENG employee is still needed at a worksite, the work will be charged hour-by-hour up to a maximum of eight (8) hours.
3. Any work performed during the following windows will be billed at 1.5 times the unit rate:
 - Outside of the normal workday hours, 8:00 a.m. to 4:30 p.m. (Monday – Friday).
 - In excess of eight (8) hours per day during weekdays (Monday – Friday).
 - Up to eight (8) hours on Saturdays.
4. Work performed on Sundays, recognized holidays, or more than eight (8) hours on Saturdays will be billed at two (2) times the unit rate.
5. Charges are per inspection - NOT the number of inspectors at the site; the same qualified inspector may perform numerous inspections during their visit at the job site. CLIENT will be billed per inspection, as detailed in Item 2.
6. When the estimated quantities in the cost sheet are exceeded, the following will be charged:
 - Principal Engineer inspection hours will be billed at the rate of 3% of total billed hours.
 - Project Manager inspection hours will be billed at the rate of 8% of total billed hours.
 - Administration will be billed at the rate of 16% of total billed hours.
7. A 50% (fifty percent) surcharge will be applied for laboratory tests performed on Saturdays or Sundays.
8. Requests made by CLIENT for management attendance at meetings at the project site will be charged at standard rate.
9. Attending any meeting - such as Pre-construction Meetings, Progress Meetings, Hearing & Presentation Meetings - will be charged per attendee's position rate as stated in Price List.
10. In the case of a "No-Show" (when CLIENT or the representative is not at the site at the agreed scheduled date and time), a "No-Show" fee, per Item 2, will be applied.
11. If the inspection has a discrepancy (failure), extra time has to be charged for Project Manager, Administrative, Special Inspector, or other position for communication and review of the correction. The minimum charges is a sequence of 30
12. Mileage for travel outside of a thirty (30)-mile radius from the ACHIEVENG office will be charged at a rate of \$0.85 per mile from the ACHIEVENG office to the job site.
13. **These rates and general charges are valid for one (1) calendar year from the date of receipt.**

EXHIBIT B-3A (revised)

INSURANCE REQUIREMENTS FOR
ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS & SURVEY SERVICES
CONTRACTS

Indemnity

Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, including, but not limited to, California Civil Code section 2782.8, Contractor shall indemnify, release, hold harmless, and defend County of Santa Clara (hereinafter "County"), with counsel approved by County, County and its officers, agents, and employees, from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, Contractor's negligence, recklessness, and/or willful misconduct in relation to the performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. In no event shall Contractor's cost to defend exceed Contractor's proportionate percentage of fault, except as provided in California Civil Code section 2782.8, provided, however, Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the 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.

B. 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3A (revised)

ATTACHMENT F

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

EXHIBIT B-3A (revised)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3A (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.