



# Monterey County Board of Supervisors

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1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-15150 ; Amendment No.: 2**

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-15150, Multi-Year Agreement #3200\*5596, with CONSOR North America, Inc. to continue to provide professional engineering design services for the Palo Colorado Road Repair Project from milepost 4.0 to 7.8, Project No. 6210, Request for Proposals (RFP) #10766, to extend the expiration date for one additional year through April 1, 2026, for a revised term of April 1, 2021 to April 1, 2026, and increase the not to exceed maximum by \$249,900 to a total amount of \$1,854,900; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 2 to Professional Services Agreement No. A-15150 and future amendments to extend the term beyond the original term authorized in RFP #10766 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 16<sup>th</sup> day of July 2024, by roll call vote:

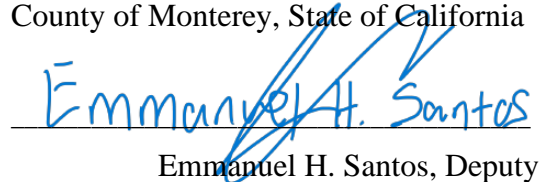
AYES: Supervisors Church, Lopez, and Adams  
 NOES: None  
 ABSENT: Supervisors Alejo & Askew

Motion passed 3 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 16, 2024.

Dated: July 16, 2024  
 File ID: A 24-348  
 Agenda Item No.: 35

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

  
 Emmanuel H. Santos, Deputy

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
CONSOR NORTH AMERICA, INC.**

**THIS AMENDMENT NO. 2** to Professional Services Agreement No. A-15150 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and CONSOR North America, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, County entered into Professional Services Agreement No. A-15150 with CONTRACTOR’s predecessor, Quincy Engineering, Inc., on April 1, 2021 (hereinafter, “Agreement”) to provide professional engineering design services (hereinafter, “services”) for the Palo Colorado Road Repair Project from milepost 4.0 to 7.8, Project No. 6210, Request for Proposals (RFP) #10766, (hereinafter, “Project”) through April 1, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$1,605,000; and

**WHEREAS**, Agreement was amended by the Parties on March 14, 2024 (hereinafter, “Amendment No. 1”) to update the provisions and to extend the term for one (1) additional year through April 1, 2025 with no increase in the not to exceed amount; and

**WHEREAS**, the provisions of the Agreement require an update; and

**WHEREAS**, Phase 1A of the Project has been completed and Phase 1B of the Project is approximately 70% complete; and

**WHEREAS**, CONTRACTOR’s hourly rates in the Cost Proposal in Exhibit B – Federal Provisions of the Agreement require an update effective upon the date of final execution of this Amendment No. 2 which is the last date opposite the respective signatures below, as further set out in Exhibit A-1 – Scope of Services/Payment Provisions, attached hereto and incorporated herein by reference; and

**WHEREAS**, during Project development, the original scope of the Agreement expanded to include the design, permitting, and right-of-way for an additional twenty-nine (29) culverts, for a total of forty-three (43) culvert repairs; and

**WHEREAS**, the Parties wish to reallocate funding in the amount of \$82,889.72 from all Project completed tasks to supplement Phase 1B and Phase 2 efforts for the Project; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to provide the additional services not included in the original scope of the Agreement and required by the County for completion of the Project; and

Amendment No. 2 to Professional Services Agreement No. A-15150  
CONSOR North America, Inc.  
Palo Colorado Road Repair Project (RFP #10766)  
Department of Public Works, Facilities and Parks  
Term: April 1, 2021 to April 1, 2026  
Not to Exceed: \$1,854,900

**WHEREAS**, the Parties wish to further amend the Agreement to update the provisions, to update the hourly rates, to extend the term for one (1) additional year to April 1, 2026, and to increase the amount by \$249,900 for a total amount not to exceed \$1,854,900 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1., “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

2. Amend Paragraph 2., “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, 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 \$1,854,900.

3. Amend the first sentence of Paragraph 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from April 1, 2021, to April 1, 2026, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1, Scope of Services/Payment Provisions”.

5. Amend Agreement to add Section 15.18, “Independent Contractor Compliance with Government Code Section 1097.6(c)”, under Paragraph 15, “Miscellaneous Provisions”, as follows:

CONTRACTOR’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’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 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.

6. The “Project Schedule” referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through April 1, 2026, to conform to the amended term of the Agreement.
7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
8. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**  
**Debra R. Wilson, Contracts/Purchasing Officer**

By: DocuSigned by:  
Debra Wilson  
7B741937AA0D41B...

Its: Debra Wilson Contracts & Purchasing Officer  
(Print Name and Title)

Date: 7/17/2024 | 5:09 PM PDT

**CONTRACTOR**  
**CONSOR North America, Inc.**

By: DocuSigned by:  
Mark L. Reno  
5B782E367C9E4A5  
(Signature of Chairman, President or Vice President)

Its: Mark Reno, Vice President  
(Print Name and Title)

Date: 6/27/2024 | 9:12:59 AM EDT

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

By: DocuSigned by:  
Michael Whilden  
0F98C5BE9B6F476

Its: Michael J. Whilden  
Deputy County Counsel  
Date: 6/27/2024 | 12:55 PM PDT

By: DocuSigned by:  
Matthew Cass  
774B2A8CD884E6  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Matthew Cass, Secretary  
(Print Name and Title)

Date: 6/27/2024 | 9:10:40 AM EDT

**Approved as to Fiscal Provisions**  
**Rupa Shah, Auditor/Controller**

By: DocuSigned by:  
Jennifer Forsyth  
4E7E657875454AE...

Its: Jennifer Forsyth Auditor-Controller Analyst II  
(Print Name and Title)

Date: 6/27/2024 | 2:40 PM PDT

**Approved as to Liability Provisions**  
**Office of the County Counsel-Risk Management**  
**Susan K. Blicht, County Counsel**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
David Bolton  
Risk Manager

Date: \_\_\_\_\_

\*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.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

CONSOR North America, Inc., hereinafter referred to as “CONTRACTOR”

*The original Scope of Services (Scope) included fourteen (14) culverts, identified within the Palo Colorado Road Repair Project from milepost 4.0 to 7.8 (Project) limits, which are clogged with debris and silt and need to be cleaned. During Project development, additional culverts were identified within the Project limits and the original Scope shall be amended to include twenty-nine (29) additional culverts for a total of forty-three (43) culverts. Additionally, the Agreement shall be amended as follows:*

### 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:

CONTRACTOR shall provide professional engineering design services for the Project. The Project consists of excavating and reconstructing forty-three (43) damaged areas and installing soldier-pile walls or soil nail retaining walls to stabilize the slope and the roadway without disturbing the creek. Additionally, forty-three (43) culverts identified within the Project limits, which are clogged with debris and silt will need to be cleaned.

The Scope for the Project includes in general, the full range of professional engineering design services. The services provided shall include project management, surveying, geotechnical investigation, permitting support, project and construction cost estimating, preparation of final plan documents, coordination with various utility companies for relocation, project design and engineering in compliance with local, State and Federal guidelines, bidding assistance and design support during construction.

CONTRACTOR’s professional engineering design services shall include but not be limited to the following services and requirements:

*The following tasks shall supplement the original Scope of the Agreement to incorporate the following tasks and revisions to the original Cost Proposal as included in the attached Supplemental Cost Proposal.*

### **PHASE 1B – 65% DESIGN AND ENVIRONMENTAL APPROVAL**

#### **Task 14 – 65% Design to Support Environmental Document (Supplemental)**

Supplemental hours and budget are required to complete the 65% plan development for the additional twenty-nine (29) culvert sites. CONTRACTOR shall develop erosion control details,

CONSOR North America, Inc.  
Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)  
Department of Public Works, Facilities and Parks

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

revisions to rock slope protection details, inlet detailing, and minor adjustments to the culvert plans based on the updated hydraulic report.

**PHASE 2 – FINAL DESIGN AND PERMITTING**

**Task 16 – Project Management Services (Phase 2) (Supplemental)**

Additional culvert sites and changing site conditions due to continuing winter storm damage extended the Project scope and supplemental hours are required for Phase 2 Project Management. CONTRACTOR shall continue providing bi-monthly phone conference Project status meetings to confirm that the Project Team is on schedule and task. CONTRACTOR shall incorporate Scope change requests as required for application/approval of Federal Emergency Management Agency (FEMA) funding.

**Task 17 – Final Design Engineering/PS&E Development (Supplemental)**

Additional hours are required for CONTRACTOR to perform the independent design check, quantities and construction cost estimate, technical special provisions, Quality Assurance (QA)/Quality Control (QC) check, and Draft and Final Plans, Specifications and Estimate (PS&E) submittal for the additional twenty-nine (29) culvert sites.

**Task 18 - Permit Support (Supplemental) (SWCA, Inc., CONTRACTOR’s Subcontractor)**

Additional hours are required for SWCA, Inc. to address permitting needs for the additional twenty-nine (29) culvert sites. (The original permitting support budget was used during the Project’s Phase 1B.) The revised Scope required extra effort to develop environmental technical studies and streamline the permitting process. Additional storm damage from 2022/2023 winter storms required SWCA, Inc. to rework the jurisdiction delineation and additional biological field studies. California Environmental Quality Act (CEQA) clearance for the Project is nearly complete and supplemental budget is required to address the additional culvert sites and mitigation requirements for California Spotted Owls.

Assumptions:

- FEMA (Federal Lead) shall conduct Section 7 Endangered Species Act consultations with the United States Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA). SWCA, Inc. provided an expanded Biological Section in the Initial Study (IS)/Mitigated Negative Declaration (MND). If a separate Biological Assessment (BA) is requested, the BA is outside the Scope of this Agreement and County’s prior written approval via an executed amendment to the Agreement would be necessary to incorporate the separate BA and its cost.
- County shall provide direct payment to the applicable resource agencies for the associated permit fees.

**Task 20 – Right of Way Support Services (Supplemental)**

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 20.1 – Final Right of Way Mapping (*CONTRACTOR*)

The original Scope of the Agreement included up to four (4) permanent right of way takes. The additional Scope includes thirteen (13) individual sites with various right of way needs from six (6) different property owners on ten (10) separate parcels.

The following additional tasks shall be incorporated into **PHASE 2 – FINAL DESIGN AND PERMITTING**:

### Task 20.2 - Boundary Surveying, Plat Maps and Legal Descriptions (*Whitson Engineers, CONTRACTOR's Subcontractor*)

#### Task 20.2.1 – Planning and Coordination

The additional Scope includes thirteen (13) individual sites and CONTRACTOR shall provide planning and coordination to execute a monumentation survey and prepare legal descriptions and plats for easements at thirteen (13) sites.

#### Task 20.2.2 – Field Survey – Boundary and Monumentation, Tree Checking

CONTRACTOR shall perform the following additional tasks:

- Field survey – limited boundary survey at sites 12 and 13 to tie to record boundary.
- Set iron 3/4" iron pipe in locations along Palo Colorado Road to serve as ties to place the easements.
- Conduct a review of trees that may have fallen during recent storm events, update topo file.

#### Task 20.2.3 – Record of Survey

CONTRACTOR shall prepare a Record of Survey to document the boundary evidence found, and the monuments set in Palo Colorado Road for the purpose of locating the easements and submit the Record of Survey to County for review. County and CONTRACTOR shall coordinate to edit and develop final document for recording.

#### Task 20.2.4 – Legal Descriptions and Exhibits

CONTRACTOR shall prepare legal descriptions for thirteen (13) sites with descriptions tied and referenced to monuments shown on Record of Survey. CONTRACTOR shall prepare graphic, 8-1/2" x 11" Exhibits to accompany each of the easement descriptions.

#### Assumptions:

- County shall provide Surveyor with a key to County lock on the road closure gate for access required during the performance of this Agreement .
- CONTRACTOR shall begin drafting Legal Descriptions and Exhibits prior to recording Record of Survey. CONTRACTOR shall not finalize Legal Descriptions and Exhibits prior to recording Record of Survey.
- The Scope does not include complete boundary resolution of the subject parcels. CONTRACTOR shall provide written description of easements with sufficient detail such that they can be located and retraced with certainty.



## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Exclusions:

The following work is specifically excluded from the Scope:

1. Preparing grant deeds or instruments of conveyance
2. Title work or recording of documents (other than Record of Survey)
3. Design Services
4. Any work not specifically included in the Agreement or incorporated within this amendment.

### **Task 20.3 - Appraisal and Acquisition Support Services (*Monument, CONTRACTOR's Subcontractor*)**

Monument shall obtain thirteen (13) permanent easements on ten (10) parcels from six (6) property owners on Palo Colorado Road as directed by County in preparation to construct retaining walls for storm drain repair.

### Appraisal Waiver

For federally funded projects, an appraisal is not required if it determined the value of the proposed acquisition is uncomplicated and the fair market value is estimated at \$10,000 or less. Accordingly, Monument shall prepare a valuation report by utilizing the "Waiver Valuation in Lieu of Appraisal" procedures described under 49 CFR 24.102(c)(2) and Section 07.02.13, Chapter 7 of the Caltrans Right of Way Manual. Waiver Valuations are suitable for purposes of establishing the Amount of Just Compensation and conduct good faith negotiations, however, they cannot be used for eminent domain proceedings.

- Monument shall prepare and mail a "Notice of Decision to Inspect" to the property owners with the appropriate Acquisition Brochure and Title VI information and request permission to conduct an on-site inspection of the property.
- CONTRACTOR shall review design plans, title information, legal descriptions and plat maps, and any other information pertaining to the subject properties.
- CONTRACTOR shall perform an inspection of the subject properties with the owner and document and photograph the use, special features and any site improvements within the proposed acquisition areas.
- CONTRACTOR shall research and analyze relevant market information and formulate the valuation amount of the proposed acquisitions.
- CONTRACTOR shall prepare a "Waiver Valuation in Lieu of Appraisal" report utilizing the Caltrans form 7-EX-21A provided in Chapter 7 "Appraisal" in the Caltrans Right of Way Manual.

### Acquisition and Negotiation

Monument shall provide right of way delivery services required for County to purchase right of way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State, and local regulations, Caltrans Policies and Procedures and County's right of way policies and procedures. Monument shall provide the following services under the direction of County staff:

- Monument shall provide the acquisition and negotiations services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

shall be performed in accordance with Caltrans and County policies and procedures and applicable Federal, State, and local regulations.

- Monument shall coordinate and manage the acquisition process with the County's Department of Public Works, Facilities and Parks (PWFP) staff, Office of County Counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Monument shall review right of way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- With County's written approval, Monument shall prepare acquisition offer packages including County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument shall meet with each property owner to present County's purchase offer, explain the project design requirement, and inform property owner of County's right of way acquisition process.
- Monument shall negotiate for up to sixty (60) days from the date offer is presented in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Monument shall establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to County specifications.
- Monument shall secure Right of Entry Agreements as required; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Monument shall promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to PWFP staff and the Office of County Counsel for acceptance and processing. Monument shall include a report summarizing the pertinent information relative to the transaction.
- Monument shall prepare and submit a Letter of Recommendation to County for any proposed administrative settlements with property owners. The letter shall include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Monument shall provide escrow coordination and coordinate opening of escrows as directed by County, assist the escrow company in obtaining additional documentation as necessary to provide clear title to County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. CONTRACTOR shall serve as liaison between the title company, escrow holder, and County. Upon closing CONTRACTOR shall prepare escrow, tax cancellation letters for County signature, as necessary, for fee interest acquisitions.
- Monument shall recommend condemnation action if negotiations reach an impasse. Monument shall submit the required justification in writing to County. CONTRACTOR's primary goal shall be to successfully deliver acceptance of the offer with each property owner. CONTRACTOR shall work with County to recommend solutions to achieve this goal.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- If requested, Monument shall provide Eminent Domain Support and coordinate with the Office of the County Counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time and materials basis.
- Monument shall perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by County.
- Monument shall provide bilingual acquisition agents, if necessary.
- Monument shall prepare all applicable forms, secure property owner's approval and signature and submit the forms to County for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Monument shall provide County with the original acquisition file as well as electronic copy of files for future audit purposes.

### Deliverables:

- Ten (10) Waiver Valuations
- Executed Agreements for fifteen (15) permanent easements

### Right of Way Schedule:

- Waiver Valuations: Eight (8) weeks
- Offer/Negotiations: Eight (8) weeks
- Escrow Coordination/Closing: Four (4) weeks

### Assumptions:

Assumes that the acquisition will be less than \$10,000. If the acquisition is more than \$10,000, the appraisals will be required at \$6,500 for an appraisal and \$2,500 for appraisal review.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/PAYMENT**

County shall pay **an increased amount of \$249,900 for a total amount not to exceed \$1,854,900**, 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 the additional services rendered shall be based according to the Cost Proposal included in Exhibit A-1 – Scope of Services/Payment Provisions of this Agreement 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.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

### B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov):

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

Any questions pertaining to invoices under this Agreement shall be directed to PWFP Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@countyofmonterey.gov](mailto: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-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



### Amendment 2 - Revised Budget Sheet

#### Phase 1A - Preliminary Engineering and Environmental Scoping

Task Number	Description	Original Contract Budget Amount	Amendment No. 1	Amendment	Amendment	Revised Budget Amount	Billed to Date (1/31/2024)	Percent Billed
				No. 2 Transfer	No. 2 Supplement			
<b>Consor TASKS</b>								
100	Task 1Q - Project Management and Meetings	\$ 21,269.00	\$ 3,256.33		\$ -	\$ 24,525.33	\$ 24,525.33	100.00%
200	Task 2Q - Envr Constraints (Conсор)	\$ 6,620.00	\$ (1,068.23)		\$ -	\$ 5,551.77	\$ 5,551.77	100.00%
300	Task 3Q - Topographic Survey (Conсор)	\$ 1,168.00	\$ 19.61		\$ -	\$ 1,187.61	\$ 1,187.61	100.00%
400	Task 4Q - Geotechnical Services (Conсор)	\$ 4,074.00	\$ (810.34)		\$ -	\$ 3,263.66	\$ 3,263.66	100.00%
500	Task 5Q - Prelim H&H Design (Conсор)	\$ 1,138.00	\$ (70.27)		\$ -	\$ 1,067.73	\$ 1,067.73	100.00%
600	Task 6Q - Prelim Culvert Inspect & Assess	\$ 10,328.00	\$ (520.35)		\$ -	\$ 9,807.65	\$ 9,807.65	100.00%
700	Task 7Q - 30% Design/Type Selection (Conсор)	\$ 44,783.00	\$ 10,559.77		\$ -	\$ 55,342.77	\$ 55,342.77	100.00%
800	Task 8Q - Prelim Utility Coord	\$ 3,137.00	\$ (2,209.68)		\$ -	\$ 927.32	\$ 927.32	100.00%
991	Phase 1A - Consor ODC	\$ 1,326.22	\$ 880.33		\$ -	\$ 2,206.55	\$ 2,206.55	100.00%
<b>Consor Sub Total Phase 1A:</b>		<b>\$ 93,843.22</b>	<b>\$ 10,037.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,880.39</b>	<b>\$ 103,880.39</b>	<b>100.00%</b>
<b>SUB CONSULTANT TASKS</b>								
201	Task 2S - Envr Constraints (SWCA)	\$ 14,693.11	\$ (2,771.19)		\$ -	\$ 11,921.92	\$ 11,921.92	100.00%
301	Task 3H - Topographic Survey (Whitson)	\$ 52,875.98	\$ 29,880.00	\$ (4,991.28)		\$ 77,764.70	\$ 77,764.70	100.00%
401	Task 4W - Geotechnical Services (WRECO)	\$ 83,984.33	\$ (12,957.43)		\$ -	\$ 71,026.90	\$ 71,026.90	100.00%
402	Task 4P - Geotechnical Services (Parikh)	\$ 86,930.64	\$ (8,653.70)		\$ -	\$ 78,276.94	\$ 78,276.94	100.00%
501	Task 5W - Prelim H&H Design (WRECO)	\$ 47,533.61	\$ (10.00)		\$ -	\$ 47,523.61	\$ 47,523.61	100.00%
601	Task 6W - Prelim Culvert Inspection (WRECO)	\$ 12,490.12	\$ (12,490.12)		\$ -	\$ -	\$ -	100.00%
701	Task 7R - 30% Design/Type Selection (Wood Rodgers)	\$ 57,648.99	\$ (182.18)		\$ -	\$ 57,466.81	\$ 57,466.81	100.00%
<b>Subconsultants Sub Total Phase 1A:</b>		<b>\$ 356,156.78</b>	<b>\$ (7,184.62)</b>	<b>\$ (4,991.28)</b>	<b>\$ -</b>	<b>\$ 343,980.88</b>	<b>\$ 343,980.88</b>	<b>100.00%</b>
<b>Total Phase 1A:</b>		<b>\$ 450,000.00</b>	<b>\$ 2,852.55</b>	<b>\$ (4,991.28)</b>	<b>\$ -</b>	<b>\$ 447,861.27</b>	<b>\$ 446,512.27</b>	<b>99.70%</b>

#### Phase 1B - 65% Design and Environmental Approval

Task Number	Description	Original Contract Budget Amount	Amendment No. 1	Amendment	Amendment	Revised Budget Amount	Billed to Date (1/31/2024)	Percent Billed
				No. 2 Transfer	No. 2 Supplement			
<b>Consor TASKS</b>								
901	Task 9Q - Project Management and Meetings	\$ 38,365.00	\$ -	\$ (208.33)		\$ 38,156.67	\$ 38,156.67	100.00%
101	Task 10Q - Envr Documentation (Conсор)	\$ 17,314.00	\$ -	\$ (38.71)		\$ 17,275.29	\$ 17,275.29	100.00%
120	Task 12Q - Utility Conflict Coordination	\$ 9,159.00	\$ -			\$ 9,159.00	\$ 5,220.87	57.00%
140	Task 14Q - 65% Design (Conсор)	\$ 216,790.43	\$ 30,082.83		\$ 24,938.06	\$ 271,811.32	\$ 251,619.05	92.57%
150	Task 15Q - Prelim Right of Way (Conсор)	\$ 15,803.00	\$ -			\$ 15,803.00	\$ 10,530.80	66.64%
992	Phase 1B - Consor ODC	\$ 1,285.41	\$ -	\$ (1,218.25)	\$ 2,916.75	\$ 2,983.91	\$ 2,983.91	100.00%
<b>Consor Sub Total Phase 1B:</b>		<b>\$ 298,716.84</b>	<b>\$ 30,082.83</b>	<b>\$ (1,465.29)</b>	<b>\$ 27,854.81</b>	<b>\$ 355,189.19</b>	<b>\$ 325,786.59</b>	<b>91.72%</b>
<b>SUB CONSULTANT TASKS</b>								
102	Task 10S - Envr Documentation (SWCA)	\$ 78,594.64	\$ 2,771.19	\$ 1,161.75		\$ 82,527.58	\$ 82,527.58	100.00%
110	Task 11W - Final H&H (WRECO)	\$ 167,117.22	\$ 12,500.12			\$ 179,617.34	\$ 23,142.54	12.88%
131	Task 13W -Final Geotechnical Report (WRECO)	\$ 13,155.99	\$ 12,957.43			\$ 26,113.42	\$ 3,710.38	14.21%
132	Task 13P - Final Geotechnical Report (Parikh)	\$ 18,859.50	\$ 8,653.70			\$ 27,513.20	\$ 14,451.44	52.53%
141	Task 14R - 65% Design (Wood Rodgers)	\$ 58,094.93	\$ 182.18			\$ 58,277.11	\$ 48,596.32	83.39%
151	Task 15M - Prelim Right of Way (Monument)	\$ 10,460.88	\$ -			\$ 10,460.88	\$ -	0.00%
<b>Subconsultants Sub Total Phase 1B:</b>		<b>\$ 346,283.16</b>	<b>\$ 37,064.62</b>	<b>\$ 1,161.75</b>	<b>\$ -</b>	<b>\$ 384,509.53</b>	<b>\$ 172,428.26</b>	<b>44.84%</b>
<b>Total Phase 1B:</b>		<b>\$ 645,000.00</b>	<b>\$ 67,147.45</b>	<b>\$ (303.54)</b>	<b>\$ 27,854.81</b>	<b>\$ 739,698.72</b>	<b>\$ 498,214.85</b>	<b>67.35%</b>

#### Phase 2 - Final Design and Permitting

Task Number	Description	Original Contract Budget Amount	Amendment No. 1	Amendment	Amendment	Revised Budget Amount	Billed to Date (1/31/2024)	Percent Billed
				No. 2 Transfer	No. 2 Supplement			
<b>Consor TASKS</b>								
160	Task 16Q - Project Mgmt and Meetings	\$ 39,332.00		\$ 208.33	\$ 6,463.04	\$ 46,003.37	\$ 13,126.23	28.53%
170	Task 17Q - Final Design / PS&E (Conсор)	\$ 254,387.47	\$ (21,324.00)	\$ -	\$ 49,379.63	\$ 282,443.10	\$ 3,139.19	1.11%
180	Task 18Q - Permit Support (Conсор)	\$ 4,709.00		\$ 38.71	\$ 7,361.35	\$ 12,109.06	\$ 5,446.90	44.98%
190	Task 19Q - Final Utility Coordination	\$ 6,569.00			\$ -	\$ 6,569.00	\$ -	0.00%
202	Task 20Q - Final Right of Way Services (Conсор)	\$ 8,560.00	\$ (8,560.00)		\$ 7,134.95	\$ 7,134.95	\$ -	0.00%
210	Task 21Q - Const Support (Conсор)	\$ 40,116.00	\$ (40,116.00)		\$ -	\$ -	\$ -	0.00%
993	Phase 2 - Consor ODC	\$ 2,071.41		\$ 1,218.25	\$ 16,809.51	\$ 20,099.17	\$ -	0.00%
<b>Consor Sub Total Phase 2:</b>		<b>\$ 355,744.88</b>	<b>\$ (70,000.00)</b>	<b>\$ 1,465.29</b>	<b>\$ 87,148.48</b>	<b>\$ 374,358.65</b>	<b>\$ 21,712.32</b>	<b>5.80%</b>
<b>SUB CONSULTANT TASKS</b>								
171	Task 17R - Final Design / PS&E (Wood Rodgers)	\$ 79,993.50				\$ 79,993.50	\$ -	0.00%
181	Task 18S - Permit Support (SWCA)	\$ 16,940.76		\$ (1,161.75)	\$ 54,625.30	\$ 70,404.31	\$ -	0.00%
203	Task 20W - Final Right of Way Services (Whitson)	\$ 33,747.31		\$ 4,991.28	\$ 8,371.41	\$ 47,110.00	\$ -	0.00%
204	Task 20M - ROW Appraisal & Acquisition (Monument)	\$ -	\$ -		\$ 71,000.00	\$ 71,000.00	\$ -	0.00%
211	Task 21R - Const Support (Wood Rodgers)	\$ 23,573.55				\$ 23,573.55	\$ -	0.00%
<b>Subconsultants Sub Total Phase 2:</b>		<b>\$ 154,255.12</b>	<b>\$ -</b>	<b>\$ 3,829.53</b>	<b>\$ 133,996.71</b>	<b>\$ 292,081.36</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Total Phase 2:</b>		<b>\$ 510,000.00</b>	<b>\$ (70,000.00)</b>	<b>\$ 5,294.82</b>	<b>\$ 221,145.19</b>	<b>\$ 666,440.01</b>	<b>\$ 21,712.32</b>	<b>4.26%</b>
<b>Total</b>		<b>\$ 1,605,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 249,000.00</b>	<b>\$ 1,854,000.00</b>	<b>\$ 967,788.44</b>	<b>60.30%</b>

Supplemental Cost Proposal

Project Number: N213076CA Project Name: Palo Colorado Road Storm Damage Repair																													
Task No.	TASKS	Senior Engineer / Project Manager	Senior Engineer	Senior Engineer / Project Engineer	Senior Engineer	Principal Engineer / OA/OC	Senior Engineer / Specifications	Professional Engineer / Design / Independent Check	Engineering Designer / Design / Independent Check	Senior CAD Designer / Drafting	CAD Technician	Project Manager Assistant	Student Intern	Project Accountant	Project Manager	Senior Project Manager	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	SWCA	Whitson	Monument	Subconsultant Subtotal	
		RGF	MK	SAM	JCC	PriEn	SeEn	PrEn	EnDe	CADm	CADt	PrMaAs	StIn	AdAs	PrMa	SePM		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier								
No.	Initial Hourly Rate	\$86.00	\$89.04	\$90.58	\$74.90	\$115.65	\$87.02	\$61.82	\$45.28	\$57.00	\$40.00	\$40.38	\$21.85	\$40.00	\$97.23	\$93.14													
	Key Personnel	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No													
	Prevailing Wage	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No			2.7323	10%	3.0055								
																	0	\$0	\$0	\$0.00	\$0	\$0							\$0
	<b>Phase 1B</b>																0	\$0	\$0	\$0.00	\$0	\$0							\$0
9.0	Project Management and Meetings																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
10.0	Envr Documentation																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
11.0	Final H&H																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
12.0	Utility Conflict Coordination																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
13.0	Final Geotechnical Report																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
13.1	Final Geotechnical Report (WRECO)																0	\$0	\$0	\$0.00	\$0	\$0							\$0
13.2	Final Geotechnical Report ( Parikh)																0	\$0	\$0	\$0.00	\$0	\$0							\$0
14.0	65% Design																0	\$0	\$0	\$0.00	\$0	\$0	\$ 26,587.04	176					\$0
14.1	Consor - 65% Design	8						32	72	16	48						176	\$8,758	\$23,931	\$2,393.06	\$26,324	\$26,587							\$0
14.2	Wood Rodgers - 65% Design																0	\$0	\$0	\$0.00	\$0	\$0							\$0
15.0	Preliminary Right of Way																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
	<b>Phase 2</b>																0	\$0	\$0	\$0.00	\$0	\$0							\$0
16.0	Project Management and Meetings	32										8					40	\$3,075	\$8,402	\$840.19	\$9,242	\$9,335	\$ 9,334.61	40					\$0
17.0	Final Design	10				29	12	42	60	16	70						239	\$14,283	\$39,026	\$3,902.63	\$42,929	\$43,359	\$ 43,358.55	239					\$0
18.0	Permit Support	4					2	12	32								50	\$2,709	\$7,401	\$740.14	\$8,141	\$8,223	\$ 8,222.97	50	\$54,625.30				\$54,625
19.0	Final Utility Coordination																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
20.0	Final Right of Way Services							12	40		20						72	\$3,353	\$9,162	\$916.15	\$10,078	\$10,179	\$ 10,178.51	72		\$8,371.41	\$71,000.00		\$79,371
21.0	Construction Support																0	\$0	\$0	\$0.00	\$0	\$0	\$ -	0					\$0
																	0	\$0	\$0	\$0.00	\$0	\$0							\$0
																	0	\$0	\$0	\$0.00	\$0	\$0							\$0
	<b>Subtotal - Hours</b>	54	0	0	0	29	14	98	204	32	138	8	0	0	0	0	577	\$32,178.65	\$87,921.73	\$8,792.17	\$96,713.90	\$97,682	\$ 97,682	577					0
	<b>Anticipated Salary Increases</b>																	\$322.00	\$879.79	\$87.98	\$967.77								0
	<b>Other Direct Costs</b>																				\$18,221.62	\$18,221.62	\$ 18,222						0
	<b>Total Cost</b>	\$4,644	\$0	\$0	\$0	\$3,354	\$1,218	\$6,058	\$9,237	\$1,824	\$5,520	\$323	\$0	\$0	\$0	\$0	\$32,179	\$32,501	\$88,802	\$8,880	\$115,903	\$115,903	\$115,903		\$54,625	\$8,371	\$71,000	\$133,997	

**Total of All Services \$249,900**

**Amendment No. 2 to the Agreement increases the original not to exceed amount of \$1,605,000 by \$249,900 for a total amount not to exceed \$1,854,000**

CONSOR North America, Inc.  
 Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)  
 Department of Public Works, Facilities and Parks

**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: Palo Colorado Road Storm Damage Repair

Consultant Consor North America, Inc.

Project No. N213076CA

Contract No. MYA #3200\*5596

Date

3/4/2024

**DIRECT LABOR**

Classification/Title	Name	Initials	Hours	Actual Hourly Rate	Range	Total
Senior Engineer	Ferguson, Robert	RGF	54	\$ 86.00	\$50 - \$100	\$ 4,644.00
Senior Engineer	Katt, Maxwell	MK	0	\$ 89.04	\$50 - \$100	\$ -
Senior Engineer	McCauley, Scott	SAM	0	\$ 90.58	\$50 - \$100	\$ -
Senior Engineer	Cruz, Juan	JCC	0	\$ 74.90	\$50 - \$100	\$ -
Principal Engineer	Principal Engineer	PriEn	29	\$ 115.65	\$70 - \$120	\$ 3,353.85
Senior Engineer	Senior Engineer	SeEn	14	\$ 87.02	\$50 - \$100	\$ 1,218.28
Professional Engineer	Professional Engineer	PrEn	98	\$ 61.82	\$45 - \$100	\$ 6,058.36
Engineering Designer	Engineering Designer	EnDe	204	\$ 45.28	\$35 - \$95	\$ 9,237.12
Senior CAD Designer	Senior CAD Designer	CADm	32	\$ 57.00	\$39 - \$75	\$ 1,824.00
CAD Technician	CAD Technician	CADt	138	\$ 40.00	\$25 - \$40	\$ 5,520.00
Project Manager Assistant	Project Manager Assistant	PrMaAs	8	\$ 40.38	\$25 - \$52	\$ 323.04
Student Intern	Student Intern	StIn	0	\$ 21.85	\$18 - \$31	\$ -
Project Accountant	Project Accountant	AdAs	0	\$ 40.00	\$20 - \$60	\$ -
Project Manager	Project Manager	PrMa	0	\$ 97.23	\$55 - \$115	\$ -
Senior Project Manager	Senior Project Manager	SePM	0	\$ 93.14	\$65 - \$125	\$ -
			<b>Subtotal:</b>	<b>577</b>		<b>\$ 32,178.65</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 32,178.65
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 322.00
<b>c) Total Direct Labor Costs [(a) + (b)]</b>	<b>\$ 32,500.65</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 56.61%):	e) Total Fringe Benefits [(c) x (d)]	\$ 18,398.62
f) Overhead (Rate: 116.62%):	g) Overhead [(c) x (f)]	\$ 37,902.26
h) General and Administrative (Rate: 0.00%):	i) Gen & Admin [(c) x (h)]	\$ -
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$ 56,300.87</b>

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%** \$ 8,880.15

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	430	Miles	\$ 0.670	\$ 288.10
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees (CDFW Filing Fee after CEQA NOD)	1	EA	\$ 2,916.75	\$ 2,916.75
Title Report	10	EA	\$ 1,500.00	\$ 15,000.00
Miscellaneous	1		\$ 16.77	\$ 16.77

**l) TOTAL OTHER DIRECT COSTS** \$ 18,221.62

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

SWCA	\$ 54,625.30
Whitson	\$ 8,371.41
Monument	\$ 71,000.00

**m) TOTAL SUBCONSULTANTS' COSTS** \$ 133,996.71

**n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 152,218.33

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 249,900.00

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.

**CONSOR North America, Inc.**  
**Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)**  
**Department of Public Works, Facilities and Parks**



**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 <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	<b>5 Year Contract Duration</b>
Cost Proposal	Proposal		Rate	
\$ 32,178.65	577	=	\$55.77	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	\$55.77	+	0%	=	\$55.77	Year 2 Avg Hourly Rate
Year 2	\$55.77	+	4%	=	\$58.00	Year 3 Avg Hourly Rate
Year 3	\$58.00	+	4%	=	\$60.32	Year 4 Avg Hourly Rate
Year 4	\$60.32	+	4%	=	\$62.73	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	50.00%	*	577	=	289	Estimated Hours Year 1
Year 2	25.00%	*	577	=	144	Estimated Hours Year 2
Year 3	25.00%	*	577	=	144	Estimated Hours Year 3
Year 4	0.00%	*	577	=	0	Estimated Hours Year 4
Year 5	0.00%	*	577	=	0	Estimated Hours Year 5
	Total		Total	=	577	

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

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$55.77	*	289	=	\$16,089.33	Estimated Hours Year 1
Year 2	\$55.77	*	144	=	\$8,044.82	Estimated Hours Year 2
Year 3	\$58.00	*	144	=	\$8,366.50	Estimated Hours Year 3
Year 4	\$60.32	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.73	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$32,500.65	
	Direct Labor Subtotal before Escalation			=	\$ 32,178.65	
	Estimated total of Direct Labor Salary					Transfer to Page 1
			Increase	=	<b>\$322.00</b>	

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.



Local Assistance Procedures Manual

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

Signature :  Date of Certification (mm/dd/yyyy): 4/16/2023

Email: [jason.jurrens@consoreng.com](mailto:jason.jurrens@consoreng.com) Phone Number: 916.368.9181

Address: 11017 Cobblersrock Drive Suite 100 Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

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**SWCA Cost Proposal**

Project Name: Palo Colorado Road Repair Project - Permitting Phase																	
TASKS	ER Subject Matter Expert I	Env. Spec. XI	Env. Spec. X	Env. Spec. IX	Env. Spec. VIII	Env. Spec. VII	Env. Spec. VI	Admin. Spec. XI	Admin Spec. IV	Tech Editor Spec. VII	Graphics Specialist V	SWCA Incorporated Total Hours	SWCA Incorporated Total Labor Dollars	SWCA Incorporated Labor	SWCA Incorporated Profit	SWCA Incorporated NLF Budget	
	JC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier	
No.	Initial Hourly Rate	\$68.64	\$57.50	\$52.50	\$47.00	\$41.50	\$37.50	\$34.50			\$37.50	\$31.00					
<b>Palo Colorado Road Repair Project - Permitting Phase</b>															<b>2.832</b>	<b>10%</b>	<b>3.115</b>
Project Management	16	0	0	0	0	0	0	0	0	0	0	16	\$1,098	\$3,110	\$311.03	\$3,421	
Prepare Permit Applications	16	0	0	80	0	0	0	0	0	8	16	120	\$5,654	\$16,013	\$1,601.34	\$17,615	
Permit Tracking and Follow up Support	16	0	0	80	0	0	0	0	0	0	0	96	\$4,858	\$13,759	\$1,375.90	\$15,135	
Compensatory Mitigation Plans	16	0	0	80	0	0	0	0	0	8	24	128	\$5,902	\$16,716	\$1,671.57	\$18,387	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
												0	\$0	\$0	\$0.00	\$0	
<b>Subtotal- Hours</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>40</b>	<b>360</b>	<b>\$17,512.96</b>	<b>\$49,598.45</b>	<b>\$4,959.85</b>	<b>\$54,558.30</b>	
<b>Estimated Salary Increases for Multi-Year Project</b>													<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Other Direct Costs</b>																<b>\$67.00</b>	
<b>Total Cost</b>	<b>\$4,393</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$600</b>	<b>\$1,240</b>	<b>\$17,513</b>	<b>\$17,513</b>	<b>\$49,598</b>	<b>\$4,960</b>	<b>\$54,625</b>	

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal

Cost-Plus-Fixed Fee Contract or Lump Sum or Firm Fixed Price Contracts

Prime Consultant  Subconsultant

Consultant **SWCA, Incorporated**

Project Name **Palo Colorado Road Repair Project - Permitting F**

Project No. 0 Contract No. N/A Date 2/6/2024

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
ER Subject Matter Expert I	Jon Claxton	JC	\$68.64	64	\$68.64	\$ 4,392.96
Env. Spec. XI	TBD	TBD	\$54.76 - \$60.00	0	\$57.50	\$ -
Env. Spec. X	TBD	TBD	\$47.13 - \$54.75	0	\$52.50	\$ -
Env. Spec. IX	TBD	TBD	\$44.01 - \$47.12	240	\$47.00	\$ 11,280.00
Env. Spec. VIII	TBD	TBD	\$39.53 - \$42.97	0	\$41.50	\$ -
Env. Spec. VII	TBD	TBD	\$36.01 - \$39.52	0	\$37.50	\$ -
Env. Spec. VI	TBD	TBD	\$33.01 - \$36.00	0	\$34.50	\$ -
Admin. Spec. XI	TBD	TBD	\$55.01 - \$60.00	0	\$57.50	\$ -
Admin Spec. IV	TBD	TBD	\$26.01 - \$29.00	0	\$27.50	\$ -
Tech Editor Spec. VII	TBD	TBD	\$36.01 - \$39.00	16	\$37.50	\$ 600.00
Graphics Specialist V	TBD	TBD	\$29.01 - \$33.00	40	\$31.00	\$ 1,240.00
				360		\$ 17,512.96

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$17,512.96  
 b) Estimated Salary Increases for Multi-Year Project \$0.00 (see calculation page attached)  
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$17,512.96

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 44.9%):  
 e) Total Fringe Benefits [(c) x (d)] \$7,870.32  
 f) Overhead (Rate: 138.3%):  
 g) Overhead [(c) x (f)] \$24,215.17  
 h) General Administration (Rate: 0.0%):  
 i) Gen & Admin [(c) x (h)] \$0.00  
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$32,085.49

**FIXED FEE**

k) Fixed Fee (10.0%):  
 l) **TOTAL FIXED FEE** [(c) + (j)] x (k) \$4,959.85

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

Travel (@ active IRS mileage rate)	100	miles @	\$0.670	\$67.00
Pier Diem/ Hotel	0	days @	\$150.00	\$0.00
Delivery	0	@	\$20.00	\$0.00
Vendor Reproduction				
		Vellum @		\$0.00
		81/2 X 11 Reproduction @		\$0.00
		11 X 17 Reproduction @		\$0.00
		Mounting Boards for Presentations @		\$0.00
		Newsletters (Translation and printing) @		\$0.00
		<b>Subtotal Vendor Reproduction</b>		<u>\$0.00</u>
Title Report	0	@	\$0.00	\$0.00
Miscellaneous				<u>\$0.00</u>
		<b>m) TOTAL OTHER DIRECT COSTS</b>		<u>\$67.00</u> <u>\$67.00</u>

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)  
 2nd Tier Sub \$0.00  
\$0.00 \$0.00

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] \$54,625.30

NOTES:

- Key personnel marked with an asterisk (\*).
- Employees subject to prevailing wage marked with two asterisks (\*\*).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual hourly rates plus overhead as shown

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**COST PROPOSAL**

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant SWCA, Incorporated Contract No. N/A Date 2/6/2024  
Colorado Road Repair Project - Permitting Pl

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

<u>Direct Labor Subtotal</u> per Cost Proposal	<u>Total Hours</u> per Cost Proposal	=	<u>Avg Hourly Rate</u>	<u>5 Year Contract Duration</u> Year 1 Avg Hourly Rate
\$ 17,512.96	360		\$48.65	

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

	<u>Proposed Escalation =</u>		5.0%			
	<u>Avg Hourly Rate</u>		<u>Proposed Escalation</u>			
Year 1	\$48.65	+	2.5%	=	\$49.86	Year 1 Avg Hourly Rate
Year 2	\$49.86	+	5.0%	=	\$52.35	Year 2 Avg Hourly Rate
Year 3	\$52.35	+	5.0%	=	\$54.97	Year 3 Avg Hourly Rate
Year 4	\$54.97	+	5.0%	=	\$57.72	Year 4 Avg Hourly Rate
Year 5	\$57.72	+	5.0%	=	\$60.61	Year 5 Avg Hourly Rate

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

	<u>Estimated % Completed Each Year</u>		<u>Total Hours per Cost Proposal</u>		<u>Total Hours per Year</u>	
Year 1	100.00%	*	360.0	=	360.0	Estimated Hours Year 1
Year 2	0.00%	*	360.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	360.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	360.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	360.0	=	0.0	Estimated Hours Year 5
Total	<u>100%</u>		<u>Total</u>	=	360.0	

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

	<u>Avg Hourly Rate (calculated above)</u>		<u>Estimated hours (calculated above)</u>		<u>Cost per Year</u>	
Year 1	\$48.65	*	360	=	\$17,512.96	Estimated Hours Year 1
Year 2	\$49.86	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.35	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$54.97	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.72	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$17,512.96	
	Direct Labor Subtotal before Escalation			=	\$17,512.96	
	Estimated total of Direct Labor Salary Increase			=	<b>\$0.00</b>	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT 10-H1 COST PROPOSAL

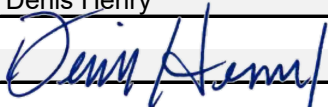
**Certification of Direct Costs:**

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Denis Henry Title\*: Chief Financial Officer  
 Signature:  Date of Certification (MM/DD/YYYY): 6/4/2024  
 Email: [dhenry@swca.com](mailto:dhenry@swca.com) Phone Number: 602.274.3831  
 Address: 20 East Thomas Road, Suite 1700, Phoenix, AZ 85012

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

List services the consultant is providing under the proposed contract:

Environmental consulting and permitting services.

**Exhibit 10-H1 Cost Proposal**  
**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**  
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant Whitson and Associates, Inc. dba Whitson Engineers  
Palo Colorado Road -  
Monumentation, Record of

Project No. Survey & Legal Descriptions      Contract No. \_\_\_\_\_      Date 5/30/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Richard Weber	2.0	\$145.00	\$ 290.00
Senior Land Surveyor	Thomas Hannah	27.0	\$68.50	\$ 1,849.50
Land Surveyor	Timothy Martin	1.0	\$65.00	\$ 65.00
Associate Surveyor	Edward Pietsch	10.0	\$48.00	\$ 480.00
2 Person Survey Crew	DIR Chief of Party + Rodman Rate	5.0	\$170.21	\$ 851.05
Administrative	Adam Tucker	1.4	\$49.00	\$ 68.60

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 3,314.15  
 b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) \_\_\_\_\_  
**c) Total Direct Labor Costs [(a) + (b)] \$ 3,314.15**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 29.34%)      e) Total Fringe Benefits [(c) x (d)] \$ 972.37  
 f) Overhead (Rate: 41.02%)      g) Overhead [(c) x (f)] \$ 1,359.46  
 h) General and Administrative (Rate: 59.00%)      i) Gen & Admin [(c) x (h)] \$ 1,955.35  
**j) Total Indirect Costs [(e) + (g) + (i)] \$ 4,287.18**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 760.13**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Miscellaneous				\$ 9.94

**l) TOTAL OTHER DIRECT COSTS \$ 9.94**

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

Subconsultant 1: \_\_\_\_\_ \$  
**(m) TOTAL SUBCONSULTANTS' COSTS \$ -**

**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 9.94**  
**TOTAL COST [(c) + (j) + (k) + (n)] \$ 8,371.41**

Exhibit 10-H1 Cost Proposal

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 3,314.15			Year 1 Avg Hourly Rate

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

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

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

Estimated % Completed Each Period	*	Total Hours per Cost Proposal	=	Total Hours per Period	Estimated Hours Year 1 Estimated Hours Year 2 Estimated Hours Year 3 Estimated Hours Year 4 Estimated Hours Year 5
Year 1 50.00%	*	0	=	0	
Year 2 50.00%	*	0	=	0	
Year 3 0.00%	*	0	=	0	
Year 4 0.00%	*	0	=	0	
Year 5 0.00%	*	0	=	0	
Total 100%		Total	=	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 Period	Estimated Hours Year 1 Estimated Hours Year 2 Estimated Hours Year 3 Estimated Hours Year 4 Estimated Hours Year 5
Year 1 \$0.00	*	67	=	\$0.00	
Year 2 \$0.00	*	67	=	\$0.00	
Year 3 \$0.00	*	0	=	\$0.00	
Year 4 \$0.00	*	0	=	\$0.00	
Year 5 \$0.00	*	0	=	\$0.00	

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

Exhibit 10-H1 Cost Proposal

**Certification of Direct Costs:**

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

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Kimberley Woltman Title\*: CFO

Signature: *Kimberley Woltman* Date of Certification (mm/dd/yyyy): 5/30/2024

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

Address: 6 Harris Court, Monterey, CA 93940

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

List services the consultant is providing under the proposed contract:

[Land Surveying services](#)



Project Name

		Monument ROW														
Task No.	Task Description	ROW Principal	Senior PM	ROW PM1	Senior Acquisition Agent	Acquisition Agent 2	Acquisition Agent 1	Senior Project Coordinator	Project Coordinator 1	Project Analyst	Researcher	Professional Staff	Admin	Total Hours	Direct Costs	Total Loaded Fee
		\$ 111.43	\$ 85.00	\$ 75.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 45.00	\$ 40.00	\$ 38.00	\$ 40.00	\$ 38.00	\$ 35.00			
	ROW Support	32	60	56	26	80	40	12	24	92	0	0	44	466	\$28,092	\$66,795
	Waiver Valuations	20	60	24	0	0	0	0	24	92	0	0	4	224	\$13,725	\$32,634
	Acquisitions/Negotiations	8		24	26	80	40	12	0	0	0	0	40	230	\$13,321	\$31,675
	ROW Cert	4	0	8	0	0	0	0	0	0	0	0	0	12	\$1,046	\$2,486
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	<b>Total Hours</b>	32	60	56	26	80	40	12	24	92	0	0	44	466		
	Other Direct Costs															\$2,535
	<b>TOTAL HOURS / COSTS / FEE</b>	\$3,565.76	\$5,100.00	\$4,200.00	\$1,690.00	\$4,800.00	\$2,200.00	\$540.00	\$960.00	\$3,496.00	\$0.00	\$0.00	\$1,540.00	0	\$28,092	\$69,330

CONSOR North America, Inc.  
 Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)  
 Department of Public Works, Facilities and Parks

**EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)**

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Monument ROW SR 132 Phase 2

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 12.22.2023

Classification/Title	Name	Hours	Actual Hourly Rate	Total
ROW Principal	Bob Morrison	32	\$ 111.43	\$ 3,565.76
Senior PM		60	\$ 85.00	\$ 5,100.00
ROW PM 1		56	\$ 75.00	\$ 4,200.00
Senior Acquisition Agent		26	\$ 65.00	\$ 1,690.00
Acquisition Agent 2		80	\$ 60.00	\$ 4,800.00
Acquisition Agent 1		40	\$ 55.00	\$ 2,200.00
Senior Project Coordinator		12	\$ 45.00	\$ 540.00
Project Coordinator 1		24	\$ 40.00	\$ 960.00
Project Analyst		92	\$ 38.00	\$ 3,496.00
Researcher		0	\$ 40.00	\$ -
Professional Staff		0	\$ 38.00	\$ -
Admin		44	\$ 35.00	\$ 1,540.00
Total Hours		466		

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 28,091.76  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 702.29  
**c) TOTAL DIRECT LABOR COSTS [(a)+(b)]** **\$ 28,794.05**

**INDIRECT COSTS**

d) Fringe Benefits (Rate 58.16%) e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 16,746.62  
 f) Overhead (Rate 58.00%) g) Overhead [(c) x (f)] \$ 16,700.55  
 h) General and Administrative (Rate 0.00%) i) Gen & Admin [(c) x (h)] \$ -  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 33,447.17**

**FIXED FEE**

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.00% \$ 6,224.12

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	3870	Mile	\$0.655	\$2,534.85
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plans Sheets				\$0.00
Other ODCs - list specific costs				\$0.00
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$2,534.85</b>

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

	\$0.00	
	\$0.00	
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>		<b>\$0.00</b>

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$2,534.85

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 71,000.20**

**Notes:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing age 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.

CONSOR North America, Inc.  
 Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)  
 Department of Public Works, Facilities and Parks

January 2018

**EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Monument ROW Contract No. 0 Date 02.26.24

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

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	<b>5 year Contract Duration</b> Year 1 avg Hourly rate
\$ 28,091.76 /	466 =	\$ 60.28	

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 60.28	+	5%	=	\$ 63.30	Year 2 Avg Hourly Rate
Year 2	\$ 63.30	+	5%	=	\$ 66.46	Year 3 Avg Hourly Rate
Year 3	\$ 66.46	+	5%	=	\$ 69.78	Year 4 Avg Hourly Rate
Year 4	\$ 69.78	+	5%	=	\$ 73.27	Year 5 Avg Hourly Rate

**3. Calculate estimated hour per year (multiply estimate % each year by total hours)**

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	466	=	233.0	Estimated Hours Year 1
Year 2	50.0%	*	466	=	233.0	Estimated Hours Year 2
Year 3	0.0%	*	466	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	466	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	466	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	466.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 60.28	*	233.0	=	\$ 14,045.88	Estimated Hours Year 1
Year 2	\$ 63.30	*	233.0	=	\$ 14,748.17	Estimated Hours Year 2
Year 3	\$ 66.46	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 69.78	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 73.27	*	0.0	=	\$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =		\$ 28,794.05	
			Direct Labor Subtotal before Escalation =		\$ 28,091.76	
			Estimated Total of Direct Labor Salary Increase =		\$ 702.29	Transferred 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 number 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 number of year 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.

CONSOR North America, Inc.  
Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)  
Department of Public Works, Facilities and Parks

**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 State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

**Prime Consultant or Subconsultant Certifying:**

Name: Bob Morrison Title\*: Vice President  
Signature:  Date of Certification (mm/dd/yyyy): 02.26.24  
Email: [bmorrison@monumentrow.com](mailto:bmorrison@monumentrow.com) Phone Number: 916-717-7069  
Address: 8 Cobblestone Ct, Laguna Niguel, CA 92677

\* 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 of services the consultant is providing under the proposed contract:

Upt 10 Waiver Vlauations, up to 6 negotiations.

CONSOR North America, Inc.  
Palo Colorado Road Repair Project, MP 4.0 to 7.8 (RFP #10766)  
Department of Public Works, Facilities and Parks