

# Attachment C



# Monterey County Board of Supervisors

168 West Alisal Street,  
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 Mary L. Adams, seconded by Supervisor Chris Lopez to:

### Agreement No.: A-16363

- a. Approve Professional Services Agreement with CONSOR North America, Inc. to provide professional engineering services for the Prunedale Roundabout Project, under Request for Proposals #1176, for an initial term of 3 years effective June 6, 2023 to June 5, 2026, with the option to extend the term for 2 additional years and a total amount not to exceed \$952,248; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the amount by more than 10% (\$95,225) of the original approved Agreement amount of \$952,248, bringing the potential overall aggregate not to exceed amount to \$1,047,473, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

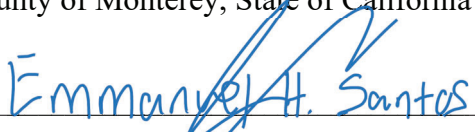
PASSED AND ADOPTED on this 6<sup>th</sup> day of June 2023, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 6, 2023.

Dated: June 7, 2023  
 File ID: A 23-227  
 Agenda Item No.: 61

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

  
 Emmanuel H. Santos, Deputy

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

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

CONSOR North America, Inc.

\_\_\_\_\_  
(hereinafter “CONTRACTOR”).

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

**Provide** professional engineering services for the Prunedale Roundabout Project, Request for Proposals (RFP) #1176

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 952,248.

3. **TERM OF AGREEMENT.** The term of this Agreement is from June 6, 2023 to June 5, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Incorporation of RFP #1176 and Proposal Documents, on file with the Department of Public Works, Facilities and Parks**

5. **PERFORMANCE STANDARDS.**

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

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

## 6. PAYMENT CONDITIONS.

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

## 7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## 8. INDEMNIFICATION.

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

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

**9. INSURANCE.**

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's

Key Rating Guide or a company of equal financial stability that is approved by the County's Contracts/Purchasing Officer.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other

confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said



contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13. COMPLIANCE WITH APPLICABLE LAWS.**

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR’s failure to pay such taxes.

**15. NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’s Contract Administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Dalia Mariscal-Martinez, Management Analyst III	Ben Jensen, PE, Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	364 Pacific Street San Luis Obispo, California 93401
Address	Address
(831) 755-8966	(805) 234-6950
Phone	Phone

## 16. MISCELLANEOUS PROVISIONS.

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**17. CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson

Date: 6/8/2023 | 9:06 AM PDT  
7B741937AA0D41B...  
Contracts/Purchasing Officer

By: Department Head (if applicable)

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

By: Board of Supervisors (if applicable)

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

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel<sup>1</sup>

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel

Date: 5/23/2023 | 4:11 PM PDT  
A1933B26E717442...  
County Counsel

Approved as to Fiscal Provisions<sup>2</sup>

By: DocuSigned by: Patricia Ruiz

Date: 5/24/2023 | 8:35 AM PDT  
E79E6E4E57454F6...  
Auditor/Controller

Approved as to Liability Provisions  
Office of County Counsel  
Leslie J. Girard, County Counsel<sup>3</sup>

By: Risk Management

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

CONTRACTOR

CONSOR North America, Inc.  
Contractor's Business Name\*

By: DocuSigned by: Mark L. Reno  
E8733F3DA78F4A5...  
(Signature of Chair, President, or Vice-President)\*

Mark Reno, VP

Date: 5/23/2023 | 11:11 AM EDT  
Name and Title

By: DocuSigned by: Matthew Cass  
774B42A8CD884E6...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Matthew Cass, Secretary

Name and Title

Date: 5/19/2023 | 5:57 PM EDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

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

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

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

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

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

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
CONSOR North America, Inc., hereinafter referred to as “CONTRACTOR”**

### **A. SCOPE OF SERVICES**

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

Provide professional engineering services for the Prunedale Roundabout Project (Project) including but not limited to developing the design, preparing the design and bid package, and obtaining environmental clearance and permits for the Project.

This Project will convert the existing T-intersection road into a three (3)-legged roundabout with approach and departure lanes. The roundabout will also require transition improvements for all three (3) existing roadway approaches. The roundabout will include new median islands, a centered circle with a truck apron, pedestrian/bicyclist crossings, overhead street lighting, Class II Bike Lane facilities along San Miguel Canyon Road, traffic signs, striping, and pavement markings. CONTRACTOR shall develop three (3) options for the roundabout for County review and consideration.

CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with her, his, or its own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price, except that any designated “Specialty Items” may be performed by subcontractor and the amount of any such “Specialty Items” so performed may be deducted from the original total Agreement price before computing the amount of work required to be performed by CONTRACTOR with its organization.

The services to be provided for the Project are in general, the full-range of professional engineering services, including all disciplines that may be required for the Project. CONTRACTOR shall have extensive experience and knowledge of, including but not limited to the following: Federal Highway Program Guidelines, Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Local Assistance Program Guidelines (LAPG), California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA) requirements.

As part of the Project’s development, CONTRACTOR will develop design alternatives and assist County to evaluate reasonable design alternatives. CONTRACTOR shall provide recommendations for design alternatives. CONTRACTOR shall apply its expertise to all tasks needed to develop preliminary alternatives, design, plans, specifications, environmental clearance documents and permits necessary to construct a new roundabout.

The professional services must include, but are not limited to the following:

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

### **Phase I – Preliminary Engineering and Environmental Documentation**

#### **TASK 1 - PROJECT MANAGEMENT**

CONTRACTOR shall provide internal and external coordination between the CONTRACTOR's team, and County Project Manager (PM) to obtain necessary rights-of entry needed for survey, geotechnical, and CONTRACTOR's review of the site. Phase I shall be completed by June 1, 2024.

##### Task 1.1 - Project Team Meetings

Kickoff Meeting: CONTRACTOR shall organize and attend a kickoff meeting with County staff and CONTRACTOR's subcontractors to review project scope, schedule, environmental and permitting needs, project history, discuss potential alignment alternatives, and review the project site information.

Monthly Status Meetings: CONTRACTOR shall coordinate and attend monthly status meetings with County PM and provide monthly progress reports.

Stakeholder Meetings: CONTRACTOR and SWCA, Inc. dba SWCA Environmental Consultants (SWCA) (CONTRACTOR's subcontractor) shall attend as many as four (4) additional meetings with County staff and stakeholders. Stakeholder Meetings shall focus on reviewing preliminary plans, updates on the environmental and right-of-way processes, coordinating utility facilities, signal and lighting fixtures, and street furnishings.

Plans, Specifications and Estimate (PS&E) Review Meetings: CONTRACTOR and CONTRACTOR's Project Engineer (PE) shall organize and attend an in-person meeting with County staff to review and discuss comments on the 30% and 60% PS&E submittal.

##### *Deliverables:*

- *Coordinate and Attend Kickoff Meeting (includes preparation of Meeting Agenda and Meeting Notes)*
- *Monthly Status Meetings and Progress Reports with County PM (twelve [12] assumed)*
- *Quarterly Meetings with County Staff and Stakeholders (up to four [4])*
- *Coordinate and Attend 30% PS&E Review Meeting*
- *Coordinate and Attend 60% PS&E Review Meeting*

##### **Task 1.2 - Schedule Project Tasks**

Using Microsoft Project, CONTRACTOR shall update the Critical Path Method (CPM) project schedule monthly. CONTRACTOR shall provide monthly project schedule reviews and updates throughout the duration of the Project.

##### *Deliverable:*

- *Monthly Schedule Updates*

##### **Task 1.3 - Public Meetings and Presentations**

Public Meeting: CONTRACTOR's PM, PE and SWCA shall organize, support, and attend one (1) public meeting with County staff within four (4) months of issuance of Notice to Proceed (NTP) to gain community input and insight. CONTRACTOR shall provide project exhibits, a PowerPoint presentation, and support the Project overview presentation. County shall secure and provide meeting venue, web

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hosting, newspaper announcements, meeting flyers and/or advertisements, meeting introductions, and provide comment cards.

Public Hearing: CONTRACTOR, County, and CONTRACTOR's environmental team, shall schedule a public hearing to coincide with the public circulation of the environmental document. CONTRACTOR shall provide project exhibits, a PowerPoint presentation, and project overview presentation. County shall secure and provide meeting venue, web hosting, newspaper announcements, meeting flyers and/or advertisements, meeting introductions, and comment cards.

*Deliverables:*

- *Public Meeting (Exhibits, PowerPoint, Attendance by CONTRACTOR's PM and PE, and SWCA PM)*
- *Public Hearing (Exhibits, PowerPoint, Attendance by CONTRACTOR's PM and PE, and SWCA PM)*

### **Task 1.4 - Coordination with Permitting Agencies and County Staff**

CONTRACTOR shall coordinate with all permitting agencies throughout the duration of Phase I. CONTRACTOR shall secure all appropriate encroachment permits for preliminary engineering, environmental, right-of-way, and survey activities. CONTRACTOR shall coordinate regularly with County to verify encroachment and/or right-of-entry permits are secured prior to completing preliminary engineering, environmental, right-of-way, and survey activities. (Additional environmental process tasks are outlined in Task 2.)

*Deliverables:*

- *County/Caltrans District 5/Local Assistance Coordination*

### **Task 1.5 - Provide Public Information Officer (PIO) Support Services**

CONTRACTOR shall coordinate with the County's PIO throughout the duration of the project planning, PS&E, bidding, and construction phases to ensure PIO is informed of project development and schedule. CONTRACTOR shall provide three (3) project concept exhibits, draft Project Overview, environmental, and schedule summary updates, and provide dedicated coordination efforts with the PIO throughout the duration of Phase I of the Project. CONTRACTOR shall also coordinate and attend quarterly PIO meetings.

*Deliverables:*

- *Project Concept Exhibits (up to three [3])*
- *Project Overview, Environmental, and/or Schedule Summaries (up to four [4])*
- *Quarterly PIO Coordination Meetings (up to four [4])*

## **TASK 2 – ENVIRONMENTAL DOCUMENTATION**

### **Task 2.1 - Wetland Delineation and Preliminary Jurisdictional Determination Consultations with Regulatory Agencies**

Wetland Delineation and Preliminary Jurisdictional Determination: CONTRACTOR shall evaluate Project parameters and impacts to determine the environmental permit compliance needs for the Project. If necessary, CONTRACTOR shall draft an Aquatic Resources Delineation Report (ARDR) which shall include an examination of all potential jurisdictional features through an analysis of soil, vegetative, and hydrological characteristics categorized according to the 1987 Corps of Engineers Wetlands Delineation

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Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008). If potential wetland areas are not present in the study area, SWCA shall delineate the jurisdictional boundaries utilizing the methods provided in A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States, A Delineation Manual. CONTRACTOR shall map identified jurisdictional boundaries and biological habitats with a Trimble® Global Positioning System (GPS) 7X hand-held unit, capable of determining positional accuracy to  $\pm 0.5$  meters, and the resulting acreages quantified using ArcGIS (Geographic Information System). SWCA shall work closely with the engineering survey team to record these jurisdictional features using traditional survey grade equipment to provide accurate impact calculations and minimize mitigation obligations. The ARDR shall include calculations for the total area of jurisdictional features. CONTRACTOR shall provide impact analysis and mitigation within the Biological Resources Assessment (BRA), described in Task 2.2.

Consultations with Regulatory Agencies: SWCA shall provide support during the regulatory agency consultation process. Caltrans, the NEPA delegated Federal lead, shall initiate the consultation process with the United States Fish and Wildlife Service (USFWS) and the National Oceanographic Atmospheric Administration (NOAA) under Section 7 of the Endangered Species Act. Caltrans shall provide the BRA (or Biological Assessment [BA]) (prepared by SWCA) to these agencies requesting their determination on the Project effect on Federal species or federally designated critical habitat. During this time, it is common for the USFWS or NOAA to have additional information requests to prepare their Biological Opinions on the Project. SWCA shall support Caltrans and shall respond to inquiries during this process until a Biological Opinion is acquired (as needed). In addition, SWCA shall provide Caltrans support with the Section 106 consultation with the State Historic Preservation Officer (SHPO). SWCA shall lead Section 106, Native American coordination (similar to AB 52 under State Law), in coordination with Caltrans. SWCA shall respond to comments and inquiries from SHPO during review of the Archaeological Survey Report (ASR).

*Deliverable:*

- ARDR

**Task 2.2 - BRA**

SWCA shall utilize the California Natural Diversity Database (CNDDDB), USFWS Wetlands Mapper, USFWS and NOAA Fisheries Critical Habitats to review documented occurrences of sensitive species in the Biological Study Area (BSA). SWCA shall develop a baseline for those resources that must be addressed within the BRA. SWCA shall conduct field surveys to provide information on vegetation communities, habitat types, and known plant and wildlife species in the BSA. SWCA shall map resources identified during field surveys with GPS/ GIS which shall be overlain on plans and/or aerials provided by CONTRACTOR and/or County. SWCA shall collect aerial imagery of the BSA using drone technology to illustrate site conditions. The BRA shall include but is not limited to the following: description of each project component and the design alternative currently under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and jurisdictional features (wetlands/other waters); evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The BRA shall also adequately address all State and Federal laws, regulation, and guidance. BRA Appendices shall include the project plans; results of the USFWS, NOAA Fisheries, and CNDDDB queries; and a list of species observed within the BSA.



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If Federal agencies require a separate BA to address Federal species only, SWCA shall modify the BRA to satisfy the Federal agency reporting requirements which will be considered **additional services at and additional cost requiring an amendment to this Agreement agreed to by both parties.**

*Deliverable:*

- BRA

### Task 2.3 - Cultural Resources Studies

In compliance with County's, State and Federal guidelines on the treatment and protection of cultural resources, and CEQA and to comply with the National Historic Preservation Act (NHPA) Section 106, SWCA shall conduct a records search for the Project area at the Central Coast Information Center (CCIC) of the California Historical Resources Information System (CHRIS), at Sonoma State University. SWCA shall prepare the ASR pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3), which shall include coordination with as many as twenty (20) local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the Project area. SWCA shall initiate this task by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and a list of Native American contacts. Upon receipt of the Sacred Lands File search, SWCA shall prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, concerning any Native American religious or cultural resources within or immediately adjacent to the Project area. As many as two (2) telephone calls shall be made to each of the Native American groups on the NAHC list to document good-faith efforts. In addition, SWCA shall conduct an intensive-level archaeological survey of the area of direct impacts and survey the Area of Potential Effect (APE). **No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.** Upon completion of the field survey, SWCA shall prepare the ASR documenting the results of the records search, Native American consultation, and field survey. The ASR shall include maps of the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources will be considered confidential; therefore, the ASR may not be distributed to the public. The ASR shall be submitted to County for review. SWCA anticipates that no archaeological resources will be encountered. The survey area shall be limited to the direct APE. SWCA also anticipates that historic resources may be addressed within the ASR.

*Deliverable:*

- ASR

### Task 2.4 - Conformance to Coastal Plan

Based on GIS data files reviewed by SWCA, the proposed Project appears to be outside of the Coastal Zone. **If required, Task 2.4 will be an additional service at and additional cost requiring an amendment to this Agreement agreed to by both parties.**

### Task 2.5 - Conceptual Mitigation Plan

At this time, it appears that the proposed Project may not result in any impacts to jurisdictional features and therefore may not require a mitigation plan. **If required, Task 2.5 will be an additional service at and additional cost requiring an amendment to this Agreement agreed to by both parties.**

### Task 2.6 – CEQA and NEPA

SWCA shall prepare the Initial Study (IS)/Mitigated Negative Declaration (MND) using the County's preferred format as the lead agency. County shall be responsible for public noticing and attendance at any

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

public hearing. SWCA shall attend one (1) public scoping meeting and one (1) public hearing as described in Task 1.3. SWCA shall publish the environmental documents, any document revisions after public review, and prepare the final MND. If an Environmental Impact Report (EIR) is required, County shall be notified immediately. If NEPA compliance is required ~~Caltrans~~, the Federal lead agency under NEPA delegation, shall be responsible for preparation and submittal of the appropriate environmental document.

### *Deliverables:*

- *Draft IS/MND*
- *Final IS/MND*

### **TASK 3 – MAPPING AND SURVEYS**

CONTRACTOR shall provide a topographic and right-of-way survey base map compiled in Civil 3d, 2021 or newer, and a signed and sealed PDF of the mapping shall be provided to County. CONTRACTOR shall review survey details prior to beginning Tasks 3.1, 3.2 and 3.3.

#### **Task 3.1 - Topographic Surveys**

Survey map shall be constrained horizontally to the California Coordinate System of 1983 (CCS83), Zone 4 projection and vertically to the North American Vertical Datum of 1988 (NAVD88) as established locally by constraining to the National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS). CONTRACTOR shall set semi-permanent survey control points near the expected project limits for future use as control for construction staking by Construction Contractor. The survey map shall include a variable width strip for approximately 2,250 feet along San Miguel Canyon Road and 750 feet along Castroville Boulevard. CONTRACTOR shall compile the base survey map using the following collection techniques: high altitude aerial photogrammetry, low altitude unmanned aerial vehicle (UAV) photogrammetry, terrestrial scanning, and field survey measurements. The high-altitude aerial mapping shall be performed by Central Coast Aerial Mapping of San Luis Obispo, California (CONTRACTOR's subcontractor) with photography capture at an elevation appropriate for a mapping scale of 1" = twenty (20)-feet and a one (1)-foot contour interval. The low altitude photogrammetry, performed by Wallace Group (CONTRACTOR's subcontractor), shall be used to provide higher resolution photography. The map shall include visible features such as the following: edges of pavements, curb, gutter, sidewalk, driveways, walls, fences, street signs, road striping, utility poles and structures, overhead utility lines, manholes, utility markings, fire hydrants, buildings, trees four (4) inches in diameter and larger measured at breast height, brush and vegetation lines, and other items typical to standard practice. Trimble SX10 scanning total station and Trimble X7 terrestrial scanner shall be used to collect many of the required measurements within the vehicular path of travel. CONTRACTOR shall provide traffic control as needed to develop map accurately and ensure public and field crew safety.

### *Deliverable:*

- *Topographic Survey in AutoCAD Format*

#### **Task 3.2 - Right-Of-Way Determination**

CONTRACTOR shall locate sufficient monuments to establish the record right-of-way of San Miguel Canyon Road and Castroville Boulevard within the mapping limits of the Project (shown in Figure 1). CONTRACTOR shall utilize all materials necessary, including but not limited to existing record maps adjoining private property vesting deed legal descriptions, title reports, and as-built record maps for San Miguel Canyon Road that illustrate the right-of-way location in the Project area. CONTRACTOR shall thoroughly research these record maps and documents to develop complete and accurate right-of-way

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

retracement. CONTRACTOR shall provide preliminary title reports for the following assessor parcel numbers (APN) to supplement the CONTRACTOR's stated research tools:

1. 127-361-007 - Owner: Alma D. Garcia Rocha
2. 127-361-013 - Owner: Jose Pantoja/Juana Gutierrez
3. 127-.361-014 - Owner: Eusebio Diaz/Manuella Diaz
4. 127-361-015 - Owner: Raquel Luna
5. 127-361-026 - Owner: Victor C. Bizarro/Karla Nunez
6. 129-051-003-000 - Owner: County of Monterey
7. 129-083-031 - Owner: The Gin York F Family Partnership

The estimated cost of preliminary title reports is \$600.00 each. CONTRACTOR shall plot the approximate private property lines that intersect the right-of-way within the mapping limits. If exceptions listed within the preliminary title reports include easements that directly adjoin the right-of-way or are within the proposed mapping limits, CONTRACTOR shall plot their approximate locations and label them. A right-of-way cost estimate and data sheets shall be prepared by Monument Real Estate Services, LLC (Monument) (CONTRACTOR's subcontractor). Monument shall evaluate the potential right-of-way requirements, affected parcels and associated capital costs related to each alignment alternative under consideration for the Project. Monument shall inventory the affected properties and use public Assessor's Roll information to investigate ownership, lot size, building size, and visually inspect each affected property (exterior street view) to evaluate effects of proposed acquisition.

CONTRACTOR shall list businesses (if any) on each property and locate the approximate space they occupy. Each property shall be sorted into product types to determine the real estate data sets to research and create valuation data sets for each product type. CONTRACTOR shall prepare an estimate of the probable cost of each full or partial property acquisition (plus damages) utilizing appropriate resources to develop accurate value. CONTRACTOR shall prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property and prepare an estimate of immovable fixtures and equipment associated with each business property. CONTRACTOR shall prepare an estimate of the total probable loss of business goodwill attributable to each operating business and an estimate of the inspection and demolition costs associated with clearing sites. Additionally, CONTRACTOR shall prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services). CONTRACTOR shall ascertain the estimated cost for potential utility relocations from the CONTRACTOR's design engineer and/or CONTRACTOR's utility coordinator.

CONTRACTOR shall transfer the final cost information determined from the accumulation of data into the appropriate format for application to the Right-of-way Data Sheets, or equivalent format.

***Deliverable:***

- *Right-of-way Mapping and Delineation in AutoCAD format*
- *Right-of-way Data Sheets*

**Task 3.3 - Road Alignments**

CONTRACTOR shall plot road construction alignments for San Miguel Canyon Road and Castroville Boulevard. CONTRACTOR shall use the Property Monumentation Map (PMM) of the County in Volume A, Page 113 of the County Surveyor Maps to re-establish the record alignment and best fit this to

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

found monuments for San Miguel Canyon Road. CONTRACTOR shall utilize a record alignment map or develop a best fit alignment for Castroville Boulevard.

### **TASK 4 – GEOTECHNICAL INVESTIGATION**

Yeh and Associates Consultants, Inc. (Yeh) (CONTRACTOR's subcontractor) shall provide geotechnical evaluation including but not limited to site reconnaissance, field exploration, laboratory testing, geotechnical analyses, and geotechnical recommendations for the design and construction of the Project. All work shall be performed in accordance with the Caltrans Geotechnical Manual. Yeh shall perform exploratory borings and prepare a Geotechnical Design Report utilizing previous data as applicable. Yeh shall provide the following services:

#### **Project Initiation and Existing Data Review**

Yeh shall consult with County to initiate the Project, collect pertinent geotechnical background information, coordinate site access, provide a schedule for field exploration activities, and review scope and schedule for geotechnical services.

#### **Coordination, Health and Safety, and Permits**

Yeh shall prepare a health and safety plan for the field work, mark the locations of the planned explorations at site, and contact Underground Services Alert (USA) to contact utility companies to review utility locations prior to beginning the field exploration program. Yeh shall not be responsible for damage to unmarked or mismarked utilities. Yeh shall procure required permit(s) from County for exploratory borings including boring permits and an encroachment permit. Yeh assumes that if any environmental studies, reports, or monitors are required for this work that those services will be provided by CONTRACTOR. Yeh has also assumed that any field work will be completed on weekdays from 7:00am to 5:00pm. CONTRACTOR shall coordinate with drilling and traffic control subcontractors.

#### **Subsurface Exploration – Drilling**

Yeh shall provide a two (2)-day effort to drill six (6) borings along the Project alignment to a depth of five (5) feet below the ground surface, three (3) hand excavated borings to depths up to five (5) feet in proposed stormwater basin, and up to five (5) additional borings along the retaining wall alignment to a depth of thirty (30) feet below the ground surface. The borings shall be drilled using a truck or track-mounted drill rig equipped with eight (8)-inch diameter hollow stem augers and sampled at typical five (5)-foot intervals by driving two (2)-inch or three (3)-inch split spoon samplers using the Standard Penetration Test protocols, by pushing thin-walled (Shelby) tubes, or by taking cuttings from the auger flights. The types and depths of the samples may vary depending on the subsurface conditions encountered. Borings shall be backfilled with soil or cement-bentonite grout in accordance with County well permit requirements. Excess cuttings shall be spread out on site adjacent to the roadway.

#### **Subsurface Exploration – Field Infiltration Testing**

Yeh shall perform a two (2)-day field infiltration testing program within the three (3) hand excavated borings along the side of the roadway in the proposed stormwater basin. Yeh shall prepare the borings for field infiltration testing by attempting to ream the sides of the boreholes to remove smeared material, setting a temporary slotted or perforated casing in the hole, backfilling the annular space between the casing and borehole with gravel, and pre-soaking the test interval overnight in advance of the testing. Infiltration testing shall be performed in accordance with the

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

latest version of the Central Coast Low-Impact Development Guidelines for stormwater infiltration testing referenced in the Monterey County Stormwater Technical Guide for Low Impact Development. Upon completion of the testing, Yeh shall remove the temporary casings and gravel used to support the borehole within the testing interval shall remain in the hole and native soil shall be used to backfill to match the adjacent ground surface.

### **Laboratory Testing**

Yeh shall schedule and perform laboratory testing on selected samples recovered from the field exploration program to characterize the geotechnical properties and classify the subsurface materials encountered and shall perform classification, compaction, strength, consolidation, R-value, and corrosivity tests. Subsurface conditions shall determine testing quantity.

### **Task 4.1 - DRAFT Geotechnical Design Report (GDR)**

Yeh shall summarize the collected data, perform geotechnical analyses, and prepare a GDR for Project design. The GDR shall be prepared in accordance with Caltrans Guidelines and shall be submitted in portable document format (PDF) for review by CONTRACTOR and County. Logs of the explorations, laboratory test results, infiltration test results, and a map showing the locations of the borings shall be included in the GDR. Subsurface conditions encountered and conclusions and recommendations regarding the following shall also be included in the GDR:

- Physical setting (geologic, topography and drainage, artificial and natural features)
- Results of the field investigation and laboratory testing
- Soil, rock, and groundwater conditions encountered
- Geotechnical analyses and design input for roadway design including:
  - *Suitability of the soil materials encountered for reuse on-site*
  - *Subgrade conditions encountered in roadway areas, suitability to support pavements, and recommendations for subexcavation and stabilization of the subgrade, if needed*
  - *Site preparation for embankment fill and pavement areas*
  - *Allowable slope inclinations for cut slopes and embankments*
  - *Erosion and drainage requirements for cut and fill slopes*
  - *Suitable foundation and design recommendations for the proposed retaining wall including foundations (seismic date, net allowable bearing resistance versus footing width for service state limit, footing embedment depths for standard walls supported on shallow foundations)*
  - *Trench backfill*
  - *Infiltration test results*
  - *Corrosion considerations for reinforced concrete substructures and steel and*
  - *Structural section for hot-mix asphalt (HMA) pavements and Portland cement concrete (PCC) based on R-value testing and provided traffic indices.*
- Notes to Specifications regarding temporary slopes, anticipated subgrade soil conditions, and groundwater; and

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Suggested specifications or reference to standard specifications for materials discussed in the GDR (compacted fill, asphalt concrete, base and subbase courses, bedding, pipe zone, and trench backfill).

*Deliverable:*

- *DRAFT GDR*

### Task 4.2 - FINAL GDR

Yeh shall prepare the final GDR incorporating comments and input from CONTRACTOR, County, and Caltrans. Yeh shall provide one (1) PDF copy of the final GDR unless otherwise requested.

*Deliverable:*

*FINAL GDR*

## TASK 5 – HYDROLOGIC AND HYDRAULIC ASSESSMENT

CONTRACTOR shall prepare a Basis of Design Report consistent with County design standards to document roadway drainage design and analysis for the Project and address site hydrology, hydraulics, and water quality requirements.

### Task 5.1 - Hydrologic Analysis

CONTRACTOR shall provide rational method hydrologic calculations for post-project conditions for the Project design of hydraulic conveyance and develop a HEC-HMS TR-55 detention analysis to determine the storage required to mitigate increased flows in the proposed condition. The HEC-HMS analysis shall include a maximum of three (3) storm events up to the 100-year storm event for up to three (3) basins in the existing and proposed conditions.

### Task 5.2 - Hydraulic Evaluations

CONTRACTOR shall provide evaluations using street capacity calculations, drainage inlet and pipe sizing, as well as ditch and swale sizing and prepare the Stormwater Control Plan in compliance with Tier 4 performance requirements which will be accommodated in up to three (3) basins. Water quality design shall be consistent with the requirements of the “Stormwater Technical Guide for Low Impact Development” for the Monterey Regional Stormwater Management Program, dated May 1, 2020.

*Deliverable:*

- *Stormwater Control Plan*

### Task 5.3 - Hydraulic Design Report (HDR)

CONTRACTOR shall draft HDR during the 30% design phase and a final HDR shall be prepared during the 60% design phase.

*Deliverables:*

- *DRAFT HDR*
- *FINAL HDR*

## TASK 6 – UTILITY COORDINATION

### Task 6.1 - Utility Coordination

CONTRACTOR shall track utility conflicts and contacts using a Utility Conflict Matrix to identify potential conflicts early in the planning process and track throughout the duration of the Project.

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

CONTRACTOR shall utilize the A-B-C utility coordination strategy to coordinate franchise utility impacts for the Project to ensure the following:

A. CONTRACTOR shall notify utility companies of the Project and apprise of Project limits, schedule, and expectations. CONTRACTOR shall provide relevant utility as-built and atlas mapping as requested.

B. Specific utility conflicts are identified, outlined, and relocation coordination efforts are initiated with the relevant utility owners. (To be completed in Phase II, during Task 8.1, 90% PS&E)

C. Utility relocation agreements between utility owners and County are facilitated and executed. (To be completed in Phase II, during Task 8.2, 100% PS&E)

### *Deliverables:*

- *Utility Owner Matrix/Tracking Log*
- *Utility A Letter*
- *Incorporation of Utility Facility Maps into Base Mapping*

### **TASK 7 – DESIGN/ENGINEERING**

CONTRACTOR shall provide preliminary PS&E documents and relevant design and engineering studies as outlined below for County review. The scope and cost for this task allows for a single cross section that is mutually agreed upon by County and CONTRACTOR. County shall provide review and input regarding the modifications recommended to the current PS&E package. The scope and cost for this task is based on an assumed built alternative for the construction of a single lane roundabout with approach roadway improvements.

#### **Task 7.1 - Drainage Analysis**

The drainage analysis required to support the design and engineering in this task shall be completed as outlined in Task 5.

#### **Task 7.2 - Pavement Structural Design**

The pavement structural design provided under Task 4.2 shall be implemented into the plans and specifications to determine quantity take-offs as outlined in this task.

#### **Task 7.3 - Retaining Wall/Slope Design**

CONTRACTOR shall provide three (3) retaining wall designs, plans, specifications, and quantity take-offs/cost estimating... CONTRACTOR shall evaluate up to two (2) alternatives for each retaining wall and prepare one (1) Type Selection Memo to summarize findings and present a preferred alternative. The following retaining wall types shall be included:

- Retaining Wall No. 1: The retaining wall supporting the roundabout on the northeast side will be either a Caltrans Type 1 reinforced concrete wall on pile footings or a mechanically stabilized earth (MSE) wall with precast concrete panels.
- Retaining Walls No. 2 and 3: The retaining walls supporting the southwest cut slope on Castroville Boulevard and the southwest cut slope on San Miguel Canyon Road shall consist of either soldier pile/lagging (with ground anchors) and/or soil nail wall system. For each alternative, CONTRACTOR shall consider right-of-way, aesthetics, environment, cost, drainage, user safety, constructability, and anticipated design exceptions (if any). Each of the considerations shall be discussed and weighed in the Type Selection Memo shall include:

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

- Planning Study Drawings for each alternative consisting of a plan, elevation, and typical section view.
- Preliminary cost estimate for major structural items for each alternative including appropriate contingency factors.

CONTRACTOR shall submit the Draft Type Selection Memo to County for review and coordinate and attend a type selection teleconference meeting with County to discuss and address County comments. CONTRACTOR shall submit a final Type Selection Memo for basis of final design in Phase II.

### **Task 7.4 - Preparation of 30% Preliminary Design**

#### **Traffic Volumes**

Kittelson & Associates, Inc. (Kittelson) (CONTRACTOR's subcontractor) shall collect traffic counts at the project intersection, including pedestrians, bicycles, and vehicles for the AM (7:00 to 9:00am) and PM (4:00 to 6:00pm) peak periods for calendar year 2023. Kittelson shall obtain the updated Transportation Agency for Monterey County (TAMC) model outputs for existing and horizon years to generate growth rates to calculate cumulative condition volumes.

#### **Traffic Analysis Memorandum**

##### *Vehicular Operational Performance*

Based on the traffic volume profiles developed from Task 1.2, Kittelson shall provide operational analysis for three (3) alternatives under existing and cumulative conditions:

- No-Build: Intersection remains two (2)-way-stop-controlled.
- Low-Build Alternative: Single-lane or compact roundabout for existing and cumulative analysis years.
- Full-Build Alternative: Accommodating two (2)-lane on the northbound leg for cumulative years.

The analysis shall be utilized to recommend the lane configuration to optimize operational performance for low-build and full-build alternatives under cumulative years.

#### **Multimodal Elements**

Kittelson shall evaluate the bicycle Level of Traffic Stress (LTS) for the build alternatives and review the bus stop designs and transit routes to make recommendations to optimize bus operations in the Project area.

#### **Vehicle Miles Traveled (VMT) Impact**

The VMT impact of the proposed Project shall be exempt based on Caltrans' Transportation Analysis under CEQA First Edition and shall be documented in the Traffic Analysis Memo.

#### **Lighting Analysis**

CONTRACTOR shall provide Bennett Engineering Services (Bennett) (CONTRACTOR's subcontractor) electronic base plans of the Project intersection including utility information. Bennett shall prepare photometric analysis to layout streetlights at proposed roundabout and use the analysis to identify and resolve the potential conflicts between overhead utilities and proposed streetlights using VISUAL software.



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### **Landscape Architecture Design**

Callander Associates (Callander) (CONTRACTOR's subcontractor) shall review all available information pertinent to the Project including but not limited to County Standards, G12 Corridor Study, and geotechnical soils report. CONTRACTOR shall review preliminary plans developed by Callander and provide Bluebeam redline comments on landscape items, including aesthetic treatments for the retaining wall and roundabout pavement. CONTRACTOR shall develop a materials memo outlining up to three (3) options for aesthetic treatments for the retaining wall and roundabout pavement including vendor name, product name and color recommendations.

### **Preliminary Plans and Cost Estimate**

CONTRACTOR shall prepare draft preliminary plans based on the conceptual layouts and constraints discussed at the kickoff meeting to receive feedback. CONTRACTOR shall revise the preliminary plans up to two (2) additional times utilizing feedback received. Bennett shall use VISUAL software to prepare photometric analysis and streetlight layout. CONTRACTOR shall prepare construction cost estimates for street lighting. The following sheets will be prepared for the 30% design submittal:

- *Title Sheet – 1 sheet*
- *Survey Control – 1 sheet*
- *Typical Cross Sections – 2 sheets*
- *Roadway Layout – 6 sheets*
- *Roadway Profiles– 6 sheets*
- *Drainage Plans – 6 sheets*
- *Retaining Wall Planning Studies – 6 sheets*
- *Utility Plan – 1 sheet*
- *Signing and Striping Plans – 6 sheets*
- *Street Lighting Plans – 1 sheet*

### **Total Approximate Sheet Count – 36 Sheets**

CONTRACTOR shall develop an Engineer's Opinion of Probable Construction Cost which includes up to a 25% contingency based on the cost of the final preliminary engineering plans.

### ***Deliverables:***

- *DRAFT Traffic Analysis Memorandum*
- *FINAL Traffic Analysis Memorandum*
- *VISUAL Software Lighting Analysis*
- *Landscape Materials Memo*
- *30% Preliminary Plans (11x17, PDF)*
- *Preliminary Engineer's Opinion of Probable Construction Costs (Excel)*
- *Utility Owner Matrix/Tracking Log (Excel)*

### **Task 7.5 - 60% PS&E**

County staff and stakeholders shall provide written comments on the 30% plans and estimate. CONTRACTOR shall revise the 30% plans utilizing written comments and prepare 60% PS&E for County review. Plans shall be prepared based on County standards, the Caltrans Plans Preparation Manual, and 2022 Caltrans Standard Plans. The following sheets will be prepared for the 60% design submittal:

- *Title Sheet – 1 sheet*
- *Survey Control 1 sheet*

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

- *Typical Cross Sections – 2 sheets*
- *Roadway Layout – 6 sheets*
- *Roadway Profiles– 6 sheets*
- *Construction Details – 8 sheets*
- *Drainage Plans – 6 sheets*
- *Drainage Profiles – 3 sheets*
- *Retaining Wall Plans - 9 sheets*
- *Utility Plan – 1 sheet*
- *Stage Construction Plans – 12 sheets*
- *Traffic Handling Plans and Details – 12 sheets*
- *Signing and Striping Plans – 6 sheets*
- *Street Lighting Plans – 6 sheets*

### ***Total Approximate Sheet Count – 79 Sheets***

As part of the development of the 60% PS&E task, CONTRACTOR shall prepare a list of anticipated Caltrans Standard Special Provisions (SSPs) based on the 2022 Caltrans Standard Specifications including roadway, drainage, electrical, and landscape special provisions. CONTRACTOR shall identify non-standard special provisions that may be required and prepare a preliminary contract item list. One set of preliminary quantities shall be taken, and Caltrans and local agency construction cost information shall be used to assign unit costs to each bid item. A 60% “Engineer’s Opinion of Probable Construction Cost” shall be provided by CONTRACTOR which includes up to a 20% contingency to reflect the preliminary nature of the estimate.

### **Task 7.5a – Preliminary Decorative Monument Design (Optional Task)**

Callander shall prepare conceptual designs for a decorative monument located within the central island of the roundabout. Callander shall prepare a plan view and elevation rendering for a total of three (3) alternatives. Callander shall then prepare a single conceptual preferred monument design along with 60% construction details and specifications noting dimensions, layout, color, and finishes. Callander shall participate in up to three (3) virtual meetings to review initial County goals and objectives for the monument, discuss County review comments on the alternative designs, and discuss comments on the preferred monument design for implementation. Callander shall research the site context and local area architectural character as the basis for potential design themes and material palettes. Callander shall prepare order of magnitude costs for the monument with each submittal. The scale of the monument is assumed to be on the order of 11’x8’x2’ and the cost associated with this optional task is included within Exhibit A.

### ***Deliverables:***

- *60% Plans (11x17, PDF)*
- *60% Engineer’s Opinion of Probable Construction Costs (Excel)*
- *List of Anticipated SSPs (PDF)*
- *Updated Utility Owner Matrix/Tracking Log (Excel)*
- *Decorative Monument Alternatives (up to three [3]) – Optional Task*
- *Decorative Monument PS&E – Optional Task*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Phase II – Final PS&E

#### TASK 8 – FINAL DESIGN/ENGINEERING

CONTRACTOR shall complete the final design and engineering tasks outlined below.

##### Task 8.1 - 90% PS&E

County shall provide written comments on the 60% PS&E and CONTRACTOR shall incorporate the comments and edits to advance the design, PS&E to the 90% PS&E stage. CONTRACTOR's PM shall address and resolve comments. The 90% PS&E shall be developed and reviewed by CONTRACTOR as part of the Quality Assurance (QA)/Quality Control (QC) plan. CONTRACTOR shall prepare required technical special provisions for the Project in accordance with the 2022 Caltrans Standard Specifications and provide Project specific information to County for inclusion in the boilerplate specifications, including order of work, time of completion, and utility contacts as necessary. County shall prepare the "boiler plate" documents. CONTRACTOR shall update the construction cost estimate based on design revisions made in the 90% plans, and quantities shall be independently checked by CONTRACTOR's PE. The quantity calculations shall be organized and detailed by CONTRACTOR for use by field inspectors during construction. Unit costs shall be reviewed and updated for each contract item and based on the latest available data from local and regional projects of similar scope and size. CONTRACTOR shall perform a comprehensive constructability review on the 90% plans including plan review, documenting comments and resolving internal comments or discrepancies within the construction documents. CONTRACTOR shall prepare a construction schedule using Microsoft Project to estimate the number of working days required for the construction contract.

##### Task 8.1a - 90% Decorative Monument Design (**Optional Task**)

Callander shall prepare 90% PS&E documents for the decorative monument alternative selected in Task 7.5 and the cost associated with this optional task is included within Exhibit A.

##### *Deliverables:*

- *90% Plans (11x17, PDF)*
- *90% Engineer's Opinion of Probable Construction Costs (Excel)*
- *DRAFT Technical Special Provisions (PDF)*
- *DRAFT Working Day Construction Schedule (PDF)*
- *QA/QC Documentation (PDF)*
- *Updated Utility Owner Matrix/Tracking Log (Excel)*
- *Utility B Letters*

##### Task 8.2 - 100% PS&E

CONTRACTOR shall revise the plans and cost estimate based on comments received from the 90% submittal and prepare the documents for final bidding. CONTRACTOR shall perform a QA/QC review prior to providing the submittals listed above to County. CONTRACTOR shall incorporate comments and submit final PS&E to County and update the 90% Technical Special Provisions as necessary based on comments received and changes made for the 100% project plans. County shall provide boilerplate language, perform a final review, and incorporate final revisions.

##### Task 8.2a -100% Decorative Monument Design (**Optional Task**)

Callander shall prepare 100% PS&E documents for the decorative monument alternative selected in Task 7.5 and the cost associated with this optional task is included within Exhibit A.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Deliverables:*

- *100% Plans, Signed and Sealed (11x17, PDF)*
- *100% Engineer's Opinion of Probable Construction Costs, Signed and Sealed (PDF)*
- *100% Technical Special Provisions, Signed and Sealed (PDF)*
- *FINAL Working Day Construction Schedule (PDF)*
- *QA/QC Documentation (PDF)*
- *Updated Utility Owner Matrix/Tracking Log (Excel)*
- *Utility C Letters/Agreements*
- *Cross-sections at 50-foot intervals (PDF and AutoCAD 2016 format)*

### TASK 9 – PROJECT PERMITTING

#### Task 9.1 - Secure Regulatory Permits

The proposed Project may not result in impacts to jurisdictional features and therefore may not require acquiring permits/approvals under the Clean Water Act, Porter-Cologne Water Quality Control Act, California Department of Fish and Game (CDFG) Code, or Coastal Act. **If required, Task 9.1 will be an additional service at an additional cost requiring an amendment to this Agreement agreed to by both parties.**

### TASK 10 – ENGINEERING SUPPORT FOR RIGHT-OF-WAY ACTIVITIES

#### Task 10.1 - Preparation of Plats and Legal Descriptions

Wallace Group shall coordinate with CONTRACTOR to provide right-of-way acquisition support, including the preparation of legal descriptions and exhibit maps (plats) and monumentation of the right-of-way acquisitions needed to accommodate the proposed road and roundabout design. Wallace Group shall provide legal descriptions and exhibit maps for the Project right-of-way acquisitions. As many as three (3) legal descriptions and exhibit maps shall be required, which includes one (1) draft submittal, responding to one (1) set of unified comments, and delivering one (1) signed and sealed submittal.

### *Deliverables:*

- *Draft Legal Descriptions and Exhibit Maps (three [3])*
- *Signed and Sealed Legal Descriptions and Exhibit Maps (three [3])*

#### Task 10.2 - Right-of-Way Monumentation Mapping

Wallace Group shall set monuments for the right-of-way acquired by the County and file a Record of Survey map showing the location of the monuments and the acquired right-of-way including the following:

1. All monuments shall be set on new right-of-way lines.
2. Up to eight (8) monuments shall be set.
3. County shall waive the checking and recording fees for this map.
4. Prior to recording the Record of Survey map, Wallace Group shall provide one (1) draft submittal of the map and respond to one (1) set of unified comments.

### *Deliverables:*

- *Draft Record of Survey Map (PDF)*
- *Recorded Copy of the Record of Survey Map*

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

### **TASK 11 – SERVICES DURING CONSTRUCTION**

#### **Task 11.1 - Bid Assistance**

CONTRACTOR shall provide support during Construction Contractor bidding process including responding to technical Requests for Information (RFI's) from bidders, interpretation of the contract documents, and assisting County in preparing addenda to the PS&E documents that may result from RFI's. CONTRACTOR shall provide bid period support services to help clarify questions from Construction Contractors.

#### *Deliverables:*

- *Response to Bidder Inquiries as Required*

#### **Task 11.2 - Design Support During Construction**

CONTRACTOR shall respond to the Construction Contractor's RFIs and review the Construction Contractor's shop drawing submittals. Bennett will prepare as-built electrical plans based on the Construction Contractor's redline drawings if required. CONTRACTOR shall prepare a Resident Engineer's (RE) File. including notes from the designer regarding unusual or unique items and any other information that the RE should be made aware and support County throughout construction. CONTRACTOR shall provide the following items as part of the RE File:

- *Quantity Calculations*
- *Project Cost Estimates*
- *Final Drainage Report*
- *Final Stormwater Pollution Prevention Plan (SWPPP) and Stormwater Multiple Application and Report Tracking (SMARTS) log in information*
- *Contract Documents*
- *Deviations from Design Standards*
- *CONTRACTOR's Project Engineer and Designer Notes*
- *Cross Sections*

#### *Deliverables:*

- *RE File (PDF format)*
- *Survey File (PDF format)*

**OPTIONAL TASKS** Optional Tasks included in this Agreement shall not be provided by CONTRACTOR unless prior written County approval or a NTP is provided by County to CONTRACTOR.

**A.1.2** The exact scope for professional engineering design services for Phase I and Phase II will be determined prior to a NTP. County may negotiate the scope and cost of the proposal prior to issuance of the NTP. County has the right to reject any submitted proposal. County will issue a NTP letter for Phase I and the Phase II NTP letter will be provided once the Phase I scope of the work has been completed.

**A.1.3** Project funding may include Federal and State funds, which require right-of-way services to be in conformance with Caltrans LAPM and Right-of-Way Manual. CONTRACTOR shall be familiar with documentation and procedures required by these manuals to maintain compliance with Federal rules, guidelines and laws. This includes

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

preparation of right-of-way contracts and coordinating with County in the review and finalization of the right-of-way contracts.

**A.1.4** All work shall be performed in conformance with all applicable County, State and Federal laws including but not limited to County Standards, Caltrans Standard Plans and Specifications, and Manual on Uniform Traffic Control Devices (MUTCD), as may be revised and amended from time to time.

**A.1.5** CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailingwage.html>.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, etc.) by the dates indicated below:

CONTRACTOR shall complete all work by June 30, 2024 in accordance with project funding requirements.

All written reports required under this Agreement must be delivered to the following individual in accordance with the schedule above:

Fabian Hernandez, Assistant Engineer  
County of Monterey  
Department of Public Works, Facilities and Parks  
1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527  
Email: [hernandezf2@co.monterey.ca.us](mailto:hernandezf2@co.monterey.ca.us)  
Phone: (831) 755-8908

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$952,248** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the hourly rates included in the following Cost Proposal 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,

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

CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

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

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

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

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – 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 the PWFP Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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

Task No.	Project Number: D221141CA.BD Project Name: Prunedale Roundabout										Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	CONSOR Budget
	TASKS	Principal Engineer	Principal Engineer	Senior Project Manager	Senior Engineer	Senior Engineer	Engineering Designer II	Engineering Designer II	Engineering Designer IX	CAD Tech					
		RBL	MLR	BHJ	MAS	RGF	KDW	AMH	DCP	PSK		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier
No.	Initial Hourly Rate	\$117.52	\$114.40	\$77.20	\$83.73	\$81.90	\$55.70	\$46.76	\$67.37	\$41.50					
	Key Personnel	No	No	No	No	No	No	No	No	No					
	Prevailing Wage	No	No	No	No	No	No	No	No	No					
<b>Phase I - Preliminary Engineering and Environmental Documentation</b>													<b>2.8000</b>	<b>10%</b>	<b>3.0800</b>
<b>1</b>	<b>PROJECT MANAGEMENT</b>	2	6								8	\$921	\$2,580	\$258.00	\$2,838
1.1	Project Team Meetings			48		14	16				78	\$5,743	\$16,082	\$1,608.15	\$17,690
1.2	Schedule Project Tasks using Microsoft Project			12							12	\$926	\$2,594	\$259.39	\$2,853
1.3	Public Meetings and Presentations	6		16			8				30	\$2,386	\$6,681	\$668.06	\$7,349
1.4	Coordination with Permitting Agencies and County Staff			24							24	\$1,853	\$5,188	\$518.78	\$5,707
1.5	Provide Public Information Officer Support Services			16			8				24	\$1,681	\$4,706	\$470.62	\$5,177
<b>2</b>	<b>ENVIRONMENTAL DOCUMENTATION</b>	2									2	\$235	\$658	\$65.81	\$724
2.1	Wetland Delineation and Preliminary Jurisdictional Determination			2							2	\$154	\$432	\$43.23	\$476
2.2	Biological Resources Assessment			2							2	\$154	\$432	\$43.23	\$476
2.3	Cultural Resources Studies			2							2	\$154	\$432	\$43.23	\$476
2.4	Conformance to Coastal Plan										0	\$0	\$0	\$0.00	\$0
2.5	Conceptual Mitigation Plan			2							2	\$154	\$432	\$43.23	\$476
2.6	CEQA & NEPA			4							4	\$309	\$865	\$86.46	\$951
<b>3</b>	<b>MAPPING &amp; SURVEYS</b>										0	\$0	\$0	\$0.00	\$0
3.1	Topographic Surveys			10							10	\$772	\$2,162	\$216.16	\$2,378
3.2	Right-of-Way Determination			4			12				16	\$977	\$2,736	\$273.62	\$3,010
3.3	Road Alignments			6			16				22	\$1,354	\$3,792	\$379.23	\$4,172
<b>4</b>	<b>GEOTECHNICAL INVESTIGATION</b>	2									2	\$235	\$658	\$65.81	\$724
4.1	DRAFT Geotechnical Design Report			8							8	\$618	\$1,729	\$172.93	\$1,902
4.2	FINAL Geotechnical Design Report			4							4	\$309	\$865	\$86.46	\$951





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

Task No.	Project Number: D221141CA.BD Project Name: Prunedale Roundabout										Conсор Total Hours	Conсор Total Labor Dollars	Conсор Labor	Conсор Profit	CONSOR Budget
	TASKS	Principal Engineer	Principal Engineer	Senior Project Manager	Senior Engineer	Senior Engineer	Engineering Designer II	Engineering Designer II	Engineering Designer IX	CAD Tech					
No.	Initial Hourly Rate	RBL	MLR	BHJ	MAS	RGF	KDW	AMH	DCP	PSK	Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier	
	\$117.52	\$114.40	\$77.20	\$83.73	\$81.90	\$55.70	\$46.76	\$67.37	\$41.50						
	Key Personnel	No	No	No	No	No	No	No	No	No					
	Prevailing Wage	No	No	No	No	No	No	No	No	No					
<b>Phase I - Preliminary Engineering and Environmental Documentation</b>												<b>2.8000</b>	<b>10%</b>	<b>3.0800</b>	
<b>5</b>	<b>HYDROLOGIC &amp; HYDRAULIC ASSESSMENT</b>	2									2	\$235	\$658	\$65.81	\$724
5.1	Hydrologic Analysis			2	12		24				38	\$2,496	\$6,989	\$698.87	\$7,688
5.2	Hydraulic Evaluations			4	16		32				52	\$3,431	\$9,606	\$960.65	\$10,567
5.3	Hydraulic Design Report			2	24		12				38	\$2,832	\$7,930	\$793.05	\$8,724
<b>6</b>	<b>UTILITY COORDINATION</b>	2									2	\$235	\$658	\$65.81	\$724
6.1	Utility Coordination			6	24		32				62	\$4,255	\$11,914	\$1,191.43	\$13,106
<b>7</b>	<b>DESIGN/ENGINEERING</b>		4								4	\$458	\$1,281	\$128.13	\$1,409
7.1	Drainage Analysis			4	8						12	\$979	\$2,740	\$274.02	\$3,014
7.2	Pavement Structural Design			4							4	\$309	\$865	\$86.46	\$951
7.3	Retaining Wall/Slope Design					16		174	7	72	269	\$12,906	\$36,137	\$3,613.74	\$39,751
7.4	Preparation of 30% Preliminary Design			40	16		112				168	\$10,666	\$29,865	\$2,986.50	\$32,852
7.5	60% Plans, Specifications & Estimates			32	12	29	132	209	18	180	612	\$31,658	\$88,643	\$8,864.28	\$97,507
7.5a	Prelim Decorative Monument Design -OPTIONAL			4	6						10	\$811	\$2,271	\$227.13	\$2,498
											0	\$0	\$0	\$0.00	\$0
	<b>Subtotal - Hours</b>	<b>16</b>	<b>10</b>	<b>258</b>	<b>118</b>	<b>59</b>	<b>404</b>	<b>383</b>	<b>25</b>	<b>252</b>	<b>1525</b>	<b>\$90,208.29</b>	<b>\$252,583.21</b>	<b>\$25,258.32</b>	<b>\$277,841.53</b>
	<b>Anticipated Salary Increases</b>											<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Other Direct Costs</b>														<b>\$5,993.70</b>
	<b>Total Cost Phase 1 CONSOR</b>	<b>\$1,880</b>	<b>\$1,144</b>	<b>\$19,918</b>	<b>\$9,880</b>	<b>\$4,832</b>	<b>\$22,503</b>	<b>\$17,909</b>	<b>\$1,684</b>	<b>\$10,458</b>	<b>\$90,208</b>	<b>\$90,208</b>	<b>\$252,583</b>	<b>\$25,258</b>	<b>\$283,835</b>
<b>Consultant Costs - Phase 1</b>															
	Bennett Engineering														\$6,000
	Callander & Associates														\$40,784
	Kittelson & Associates														\$16,746
	Monument ROW														\$3,829
	Sunrise Trans. Strategies														\$33,280
	SWCA														\$137,140
	Wallace Group														\$81,956
	Yeh & Associates														\$79,917
															<b>Total Cost Phase 1 \$ 683,487</b>



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

Task No.	Project Number: D221141CA.BD Project Name: Prunedale Roundabout											Conсор Total Hours	Conсор Total Labor Dollars	Conсор Labor	Conсор Profit	CONSOR Budget	
	TASKS	Principal Engineer	Principal Engineer	Senior Project Manager	Senior Engineer	Senior Engineer	Engineering Designer II	Engineering Designer II	Associate Engineer	Engineering Designer IX	CAD Tech						
No.	Initial Hourly Rate	RBL	MLR	BHJ	MAS	RGF	KDW	AMH	GLK	DCP	PSK		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier	
	Key Personnel	No	No	No	No	No	No	No	No	No	No						
	Prevailing Wage	No	No	No	No	No	No	No	No	No	No						
<b>Phase II - Final Plans, Specifications &amp; Estimate</b>															<b>2.8000</b>	<b>10%</b>	<b>3.0800</b>
<b>8</b>	<b>FINAL DESIGN/ENGINEERING</b>	2	2									4	\$464	\$1,299	\$129.88	\$1,429	
8.1	90% PS&E			64	16	10	172	47	133	56	54	552	\$32,764	\$91,738	\$9,173.81	\$100,912	
8.1a	90% Decorative Monument Design - OPTIONAL			2								2	\$154	\$432	\$43.23	\$476	
8.2	100% PS&E			32	8	2	64	9		24	11	150	\$9,363	\$26,217	\$2,621.66	\$28,838	
8.2a	100% Decorative Monument Design - OPTIONAL			2								2	\$154	\$432	\$43.23	\$476	
<b>9</b>	<b>PROJECT PERMITTING</b>	2	2	2								6	\$618	\$1,731	\$173.11	\$1,904	
9.1	Secure Regulatory Permits											0	\$0	\$0	\$0.00	\$0	
9.2	Prepare Project Documentation to Secure Coastal Development Permit											0	\$0	\$0	\$0.00	\$0	
<b>10</b>	<b>ENGINEERING SUPPORT FOR RIGHT-OF-WAY ACTIVITIES</b>											0	\$0	\$0	\$0.00	\$0	
10.1	Preparation of Plats and Legal Descriptions			12			16					28	\$1,818	\$5,089	\$508.93	\$5,598	
10.2	Right-of-Way Monumentation and Mapping			4								4	\$309	\$865	\$86.46	\$951	
<b>11</b>	<b>SERVICES DURING CONSTRUCTION</b>	2	2									4	\$464	\$1,299	\$129.88	\$1,429	
11.11	Bid Assistance			16			16					32	\$2,126	\$5,954	\$595.39	\$6,549	
11.2	Design Support During Construction			16			16					32	\$2,126	\$5,954	\$595.39	\$6,549	
	<b>Subtotal - Hours</b>	<b>6</b>	<b>6</b>	<b>150</b>	<b>24</b>	<b>12</b>	<b>284</b>	<b>56</b>	<b>133</b>	<b>80</b>	<b>65</b>	<b>816</b>	<b>\$50,360.57</b>	<b>\$141,009.60</b>	<b>\$14,100.96</b>	<b>\$155,110.56</b>	
	<b>Anticipated Salary Increases</b>												<b>\$1,258.12</b>	<b>\$3,522.72</b>	<b>\$352.27</b>	<b>\$3,874.99</b>	
	<b>Other Direct Costs</b>															<b>\$1,021.73</b>	
	<b>Total Cost</b>	<b>\$705</b>	<b>\$686</b>	<b>\$11,580</b>	<b>\$2,010</b>	<b>\$983</b>	<b>\$15,819</b>	<b>\$2,619</b>	<b>\$7,872</b>	<b>\$5,390</b>	<b>\$2,698</b>	<b>\$50,361</b>	<b>\$51,619</b>	<b>\$144,532</b>	<b>\$14,453</b>	<b>\$160,007</b>	
<b>Consultant Costs- Phase II</b>																	
Bennett Engineering																\$7,500	
Callander & Associates																\$33,311	
Monument ROW																\$29,022	
Wallace Group																\$38,921	
															<b>Total Cost Phase II</b>	<b>\$268,761</b>	
															<b>Total Cost Phase I</b>	<b>\$683,487</b>	
															<b>Total Cost Phase I and Phase II</b>	<b>\$952,248</b>	



## **EXHIBIT B – INCORPORATION OF RFP #1176 AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #1176, to provide professional engineering services for the Prunedale Roundabout Project (Project). CONSOR North America, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #1176. County selected CONSOR North America, Inc. to provide professional engineering services for the Project.

RFP #1176 and the Proposal submitted by CONSOR North America, Inc. are hereby incorporated into this Agreement by this reference.