

Attachment B

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CONSOR NORTH AMERICA, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-16363 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and CONSOR North America, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16363 with County on June 6, 2023 (hereinafter, "Agreement") to provide professional engineering services (hereinafter, "services") for the Prunedale Roundabout Project (hereinafter, "Project"), Request for Proposals (RFP) #1176, through June 5, 2026, with the option to extend the term for two (2) additional years for an amount not to exceed \$952,248; and

WHEREAS, County requires an update to various provisions of the Agreement; and

WHEREAS, the Agreement required CONTRACTOR to complete all work by June 30, 2024, in accordance with the Project's funding requirements, and due to reconfiguration of the Project's layout and change in schedule, the Parties agree that the CONTRACTOR's initial hourly rates in Exhibit A of the Agreement require an update effective as of the last date opposite the respective signatures below, in accordance with Exhibit A-1, which is attached and incorporated by this reference; and

WHEREAS, in a Preliminary Finding Meeting on August 10, 2023, the Parties agreed to reassess the design and right of way needs for the Project; and

WHEREAS, the Parties agreed to amend the original scope of services of the Agreement to include Task 7.6, Reassessment of Roundabout Placement, to outline the effort to reassess the roundabout location which would eliminate the temporary retaining wall for the Project; and

WHEREAS, the Parties further agreed to include Task 12, Alternative Validation, to evaluate potential impacts and associated costs for alternatives and minimize construction costs, and include additional operational analysis and traffic simulation modeling as well as comprehensive presentation materials for the Project's community meetings; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional necessary services required by the County for completion of the Project; and

WHEREAS, the Parties wish to amend the Agreement to update various provisions, to update CONTRACTOR's hourly rates effective as of the last date opposite the respective signatures below, and to increase the amount by \$95,225 for a total amount not to exceed \$1,047,473 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

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

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,047,473.

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

4. Amend Paragraph 6, “Payment Conditions” to read as follows:

6.01 Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

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

- 6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel. If reimbursement for travel expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.
5. Amend Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

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

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are

proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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

6. Amend Section 9.04, “Other Insurance Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

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

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

Additional Insured Status:

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

Primary Coverage:

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

Waiver of Subrogation:

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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

CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

8. In all places within the Agreement, any reference to County's email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
9. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA #3200*7167.
10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
11. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By:

Its:

Date:

Tom Spanner
30F2300D718745F...
Contracts/Purchasing Supervisor
(Print Name and Title)

1/17/2025 | 3:46 PM PST

Approved as to Form

Office of the County Counsel

Susan K. Blich, County Counsel

By:

Date:

Signed by:
Michael J. Whilden
2C6F38174D49ADD...
Michael J. Whilden
Deputy County Counsel

1/17/2025 | 1:20 PM PST

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By:

Its:

Date:

Patricia Ruiz
E79EF64E57454F6...
Patty Ruiz / Auditor Controller Analyst I
(Print Name and Title)

1/17/2025 | 3:39 PM PST

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blich, County Counsel

By:

Date:

David Bolton
Risk Manager

CONTRACTOR*

CONSOR North America, Inc.

By:

Its:

Date:

Mark L. Reno
E8733F3DA78F4A5...
(Signature of Chair, President or Vice President)
Mark Reno, Vice President
(Print Name and Title)

1/16/2025 | 11:19 PM EST

By:

Its:

Date:

Signed by:
Matthew Cass
774B42A8CD884E6...
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)
Matthew Cass, Secretary
(Print Name and Title)

1/17/2025 | 9:14 AM EST

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

A. SCOPE OF SERVICES

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

CONTRACTOR prepared a Scope of Services and anticipated level of effort to perform additional services for the San Miguel Canyon Road and Castroville Boulevard Roundabout Project (Prunedale Roundabout Project or Project).

Since the Notice to Proceed (NTP) issued by County, CONTRACTOR has evaluated potential impacts and associated costs. CONTRACTOR’s preliminary finding presentation and analysis was additional effort not originally scoped. Prior to embarking on this work, CONTRACTOR met with County on July 14, 2023 and County concurred with the approach to evaluate improvements against the proposed G-12 Corridor plan to ensure the project would not adversely affect ultimate corridor improvements and to minimize any potential throw away costs associated with the initial construction. CONTRACTOR’s team presented these results in early August 2023 and was placed on hold until internal discussions and decisions could be made related to the funding gap between programmed Highway Safety Improvement Program (HSIP) funds and the cost to construct a project. In addition, CONTRACTOR’s team could see that there were potential permanent right of way takes that could be required. CONTRACTOR has since iterated the design and has determined permanent right of way requirements and temporary construction easements will be necessary to construct the Project.

In discussions with County, a temporary signal is under consideration and CONTRACTOR’s team has been asked to evaluate construction staging with and without a signal. The requested Staging Alternatives & Memo (see Task 12.6) will confirm if a signal is warranted in the temporary condition. Tasks for the design of the temporary signal have been included as optional.

Phase I – Preliminary Engineering and Environmental Documentation **TASK 1 – PROJECT MANAGEMENT**

Task 1.3 – Public Meetings and Presentations (Supplemental)

Note: Existing task scope *Italicized*. Amended scope crossed off. Additional scope in red.

Public Meeting: *CONTRACTOR’s Project Manager (PM), Professional Engineer (PE) and SWCA Environmental Consultants (SWCA) (CONTRACTOR’s subcontractor) shall organize, support, and attend one (1) public meeting with County staff within four (4) months of issuance of a NTP by August 1, 2024 to gain community input and insight.*

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall provide project exhibits, a PowerPoint presentation with up to three (3) alternatives and support the project overview presentation. County shall secure and provide meeting venue, webhosting, newspaper announcements, meeting flyers and/or advertisements, meeting introductions, and provide comment cards.

Public Hearing: CONTRACTOR, County, and SWCA shall schedule a public hearing to coincide with the public circulation of the environmental document. CONTRACTOR shall provide project exhibits, a PowerPoint presentation with up to three (3) alternatives 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 with up to three (3) alternatives, Attendance by CONTRACTOR's PM and PE, and SWCA PM)*
- *Public Hearing (Exhibits, PowerPoint with up to three (3) alternatives, Attendance by CONTRACTOR's PM and PE, and SWCA PM)*

TASK 7 – DESIGN/ENGINEERING

Task 7.4 – Preparation of 30% Preliminary Design (Supplemental)

Alternative Analysis (Three (3) Alternatives)

As agreed by County on July 14, 2023, CONTRACTOR shall complete an alternative analysis that would produce an understanding of potential project impacts and associated costs. The alternative analysis would fully vet the best project alternative that would meet the purpose and need of the project as well as the County's funding constraints.

CONTRACTOR shall prepare 2D geometric linework of the proposed project to understand the impacts to right of way, conformity with the ultimate corridor plan, and associated project cost. CONTRACTOR shall prepare up to three (3) alternatives and provide associated costs for each alternative. CONTRACTOR shall summarize the benefits and detriments of each alternative in a PowerPoint presentation to County and attend up to three (3) meetings to discuss County's comments, receive feedback, and understand the resulting project direction.

Signal Design - Optional

Bennett Engineering Services (Bennett) (CONTRACTOR's subcontractor) shall prepare 30% temporary signal plan and construction cost estimate for the temporary intersection of San Miguel Canyon Road and Castroville Boulevard.

Task 7.5 – 60% PS&E (Supplemental)

Signal Design - Optional

Bennett shall incorporate County's comments on 30% submittal and prepare 60% temporary signal PS&E.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 7.6 – Reassessment of Roundabout Placement

CONTRACTOR shall evaluate the placement of the roundabout pursuant to eliminating the need for a temporary retaining wall in the southwest quadrant of the project site. CONTRACTOR has indicated that placement of the roundabout will require permanent right of way from up to three (3) parcels. CONTRACTOR shall summarize the findings in an email to County and attend up to one (1) meeting with County to understand concerns, receive feedback, and understand project direction.

Phase II – Final Plans, Specifications & Estimate (PS&E)

TASK 8 – FINAL DESIGN/ENGINEERING

Task 8.1 – 90% PS&E (Supplemental)

Signal Design - Optional

Bennett shall incorporate County's comments on 60% submittal and prepare 90% temporary signal PS&E.

Task 8.2 – 100% PS&E (Supplemental)

Signal Design - Optional

Bennett shall incorporate County's comments on 90% submittal and prepare 100% temporary signal PS&E.

TASK 11 – SERVICES DURING CONSTRUCTION

Task 11.1 – Bid Assistance (Supplemental)

Signal Design - Optional

Bennett shall answer questions from the bidders and assist County staff in issuing bid addenda as necessary.

Task 11.2 – Design Support During Construction (Supplemental)

Signal Design - Optional

When requested, Bennett shall respond to the Construction Contractor's Requests-for-Information (RFIs) and review the Construction Contractor's shop drawing submittals during construction.

TASK 12 – ALTERNATIVE VALIDATION

Task 12.1 – Project Management & Coordination

Kittelson & Associates, Inc.'s (Kittelson) (CONTRACTOR's subcontractor) PM shall play an active role in the management and coordination of the project team. He/she shall coordinate with CONTRACTOR, County and Caltrans staff as necessary to provide project deliverables that achieve the project scope, budget, and high quality of work.

- Kittelson shall virtually attend and participate in up to four (4) one-hour check-in meetings.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 12.2 – Study Corridor and Data Collection

Task 12.2.1 Traffic Volume Counts

To provide visual simulation of San Miguel Canyon Road from Moro Road to Castroville Boulevard, Kittelson shall collect 2024 traffic counts including pedestrians, bicycles, and vehicles for the morning (7-9 AM) and evening (4-6 PM) peak periods at the following intersections:

- San Miguel Canyon Road and Moro Road
- San Miguel Canyon Road and Langley Canyon Road

Together with the counts collected on June 27, 2023, at San Miguel Canyon Road and Castroville Boulevard, the turning movement counts shall be used to develop the volume inputs for the simulation model.

Task 12.2.2 Travel Times

The simulation model shall be calibrated to reflect the existing conditions before it can be used to evaluate future conditions. Kittelson shall estimate the average travel time along San Miguel Canyon Road from Moro Road to Castroville Boulevard based on field data collected under Task 12.2 above.

Task 12.3 – Operational Analysis

Task 12.3.1 Operational Analysis of Corridor Platooning

Kittelson shall develop an operations analysis in Vistro to provide level of service (LOS), volume-to-capacity ratio (V/C ratio) and design queue length results at each intersection.

The three (3) cumulative alternatives from the Operational Analysis includes:

- The proposed compact roundabout at San Miguel Canyon Road and Castroville Boulevard (CONTRACTOR shall provide geometry information)
- A proposed signal at San Miguel Canyon Road and Langley Canyon Road
- Kittelson shall develop a signal timing plan, lane configuration, and storage lengths based on the traffic volumes observed.
- San Miguel Canyon Road and Moro Road stays the same as existing condition.

Cumulative volumes developed by Kittelson shall be forecasted based on existing counts by assuming the same growth factors used for the preliminary traffic analysis for San Miguel Canyon Road and Castroville Boulevard roundabout.

Task 12.3.2 Operational Analysis for Temporary Signal Control

Based on the traffic volume profiles developed from previous tasks, Kittelson shall provide operational analysis for one (1) alternative – signalized T-intersection under existing (2023) conditions during the AM and PM peak hour and prepare summary tables including delays, LOS, V/C ratios and maximum queue lengths by turning movements.

Task 12.4 – Simulation and Video

Kittelson shall build a Vissim simulation model to reflect the existing and proposed geometry and calibrate the model based on the traffic volumes and travel times collected in Task 12.3. Kittelson shall provide simulation model for one cumulative alternative,

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

during the most critical of AM and PM peak hours. Recorded simulation videos to illustrate the corridor traffic conditions during the critical peak 15-minute intervals for cumulative alternative shall be provided.

Task 12.5 – Technical Memo

Kittelson shall prepare a technical memorandum to summarize the model calibration methodology and results. Kittelson shall submit the draft memorandum and revise it based on one (1) round of consolidated County comments to produce the final technical memorandum.

Task 12.6 – Staging Alternatives & Memo

As agreed by County and CONTRACTOR on January 24, 2024, CONTRACTOR shall prepare 2D geometric linework of temporary staging alternatives to understand the safety, construction efficiency, and expected construction costs. CONTRACTOR shall prepare up to three (3) alternatives. CONTRACTOR shall summarize the benefits and drawbacks of each alternative in a memo to County and attend up to three (3) meetings to understand County's concerns, receive feedback, and understand the resulting project direction. Staging exhibits may be sketched and include associated staging notes.

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.2 All written memos and/or deliverables required under this Agreement shall be delivered electronically and in hardcopy to the following individual:

Maribel Ramos-Peredia, Assistant Engineer
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: ramos-perediam@countyofmonterey.gov
Phone: (831) 755-4589

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount of **\$95,225** for a total amount not to exceed \$1,047,473, for the performance of all things necessary for or incidental to the performance of work as set forth in Section A, Scope of Services. CONTRACTOR's compensation for services rendered shall be based on 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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

expenses as per the “County Travel Policy”. A copy of the policy is available online at <https://www.countyofmonterey.gov/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a reason for the travel and a detailed breakdown of authorized expenses, identifying what was expended and when.

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

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

Travel expenses for federally funded projects shall be reimbursed in accordance with California Department of Human Resources’ (CalHR) rates <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>.

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

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

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

Any questions pertaining to invoices under this Agreement shall be directed to the Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov. County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

Project Number: D221141CA.BD		Project Name: Prunedale Roundabout					Consort Total Hours	Consort NLF Budget	Bennett Engineering	Kittelson & Assoc	Subconsultant Subtotal
Task No.	TASKS	Principal Engineer	Professional Engineer	Principal Engineer	Engineering Designer	Professional Engineer					
		RBL	KDW	RGF	MRD	AMH		Actual Labor Multiplier			
No.	Initial Hourly Rate	\$117.52	\$55.70	\$81.90	\$37.80	\$46.76					
Phase I - Preliminary Engineering and Environmental Documentation								3.0800			
1	Project Management						0	\$0			\$0
1.3	Public Meetings and Presentations (Supplemental)	4	18	2	38		62	\$9,464			\$0
7	DESIGN/ENGINEERING						0	\$0			\$0
7.4	Preparation of 30% Preliminary Design (Supplemental) - OPTIONAL	12	45	4	50	8	119	\$20,046	\$2,483		\$2,483
7.5	60% PS&E (Supplemental) - OPTIONAL						0	\$0	\$2,483		\$2,483
7.6	Reassessment of Roundabout Placement		36				36	\$6,176			\$0
8	FINAL DESIGN/ENGINEERING						0	\$0			\$0
8.1	90% PS&E (Supplemental) - OPTIONAL						0	\$0	\$2,680		\$2,680
8.2	100% PS&E (Supplemental) - OPTIONAL						0	\$0	\$1,147		\$1,147
11	SERVICES DURING CONSTRUCTION						0	\$0			\$0
11.1	Bid Assistance (Supplemental) - OPTIONAL						0	\$0	\$298		\$298
11.2	Design Support During Construction (Supplemental) - OPTIONAL						0	\$0	\$687		\$687
12	ALTERNATIVE VALIDATION						0	\$0			\$0
12.1	Project Management & Coordination						0	\$0		\$1,675	\$1,675
12.2	Study Corridor and Data Collection						0	\$0		\$308	\$308
12.3	Operational Analysis						0	\$0		\$5,089	\$5,089
12.4	Simulation & Video						0	\$0		\$13,207	\$13,207
12.5	Technical Memo						0	\$0		\$2,857	\$2,857
12.6	Staging Alternatives & Memo	12	80	4	40		136	\$23,734			\$0
							0	\$0			\$0
							0	\$0			\$0
	Subtotal - Hours	28	179	10	128	8	353	\$59,420.41			0
	Anticipated Salary Increases							\$0.00			
	Other Direct Costs							\$267.00	\$221	\$2,402	2,623
	Total Cost	\$3,291	\$9,970	\$819	\$4,838	\$374	\$19,292	\$59,687	\$10,000	\$25,538	\$35,538
	Subtotal Cost							\$59,687	\$10,000	\$25,538	\$35,538
	Total Cost Not-To-Exceed							\$95,225			

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**CONTRACTOR's 2025 HOURLY RATES**

Labor by Classification	Hourly Rate
Principal Engineer	\$80 - \$135
Senior Engineer	\$55 - \$125
Professional Engineer	\$45 - \$100
Associate Engineer	\$45 - \$90
Engineering Designer	\$35 - \$95
Senior CAD Designer	\$39 - \$75
CAD Technician	\$30 - \$65
Student Intern	\$18 - \$31
Senior Project Manager	\$65 - \$125
Project Manager	\$55 - \$115
Project Manager Assistant	\$30 - \$60
Project Accountant	\$20 - \$60
Overhead Rate	180.00%
Other Direct Costs	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
In office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$0.70/mile)
Other Travel	Cost
Subcontractors	Cost
Miscellaneous	Cost
Fee	
Labor + Overhead	10%
Other Direct Costs	0%

Notes:

Rates are effective through December 31, 2025.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost.

County and CONTRACTOR agree that the Indirect Cost Rate shall remain unchanged for a multi-year agreement.

All rates subject to an annual escalation of up to 5% per year.