



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

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

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-16363 ; Amendment No.: 2**

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-16363, Multi-Year Agreement #3200\*7167, with CONSOR North America, Inc. to include additional professional engineering services for the Prunedale Roundabout Project, Request for Proposals #1176, with no extension to the term of June 6, 2023 to June 5, 2026 and increase the not to exceed maximum by \$185,893 to a total amount of \$1,233,366; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 2 to Professional Services Agreement No. A-16363 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% (\$123,337) of the new approved Agreement amount of \$1,233,366 bringing the potential overall aggregate not to exceed amount to \$1,356,703 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 18<sup>th</sup> day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels

NOES: None

ABSENT: Supervisor Askew

Motion Passed 4 to 0

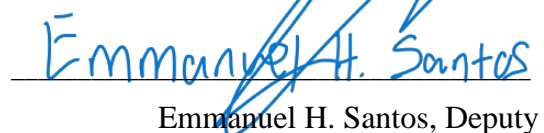
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 18, 2025.

Dated: March 18, 2025

File ID: A 25-071

Agenda Item No.: 75

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

  
Emmanuel H. Santos, Deputy

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

**THIS AMENDMENT NO. 2** to Professional Services Agreement No. A-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**, Agreement was amended by the Parties on January 17, 2025 (hereinafter, “Amendment No. 1”, including Exhibit A-1 – Scope of Services/Payment Provisions) to update various provisions, to update the hourly rates, effective January 17, 2025, and to increase the amount by \$95,225 which resulted in a total not to exceed amount of \$1,047,473 with no extension to the term; and

**WHEREAS**, following a Public Outreach Meeting held on September 6, 2024, the Parties discussed additional efforts to determine the feasibility of the Project and address public concerns; and

**WHEREAS**, County determined that Task 7.3, Retaining Wall/Slope Design, of the original scope of the Agreement is no longer necessary; and

**WHEREAS**, CONTRACTOR provided a solution to move the footprint of the Project northeast resulting in permanent acquisition of the affected parcels; and

**WHEREAS**, the Parties agreed to amend the original scope of the Agreement to include additional project management, design engineering services, and right of way services to prepare appraisals and right of way acquisition documents; and

**WHEREAS**, the Parties wish to reallocate the remaining amount of \$37,886.56 from Task 7.3 to supplement additional services needed for the Project as indicated in “Exhibit A-2 – Scope of Services/Payment Provisions” and incorporated by this reference, effective upon the date of final execution of this Amendment No. 2 which is the last date opposite the respective signatures below attached hereto and incorporated herein by reference; 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 further amend the Agreement to reallocate unused funding in the amount of \$37,886.56 and increase the amount by \$185,893.44 for a total amount not to exceed \$1,233,366.44 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1 and A-2** 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, A-1 and A-2**, 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 \$1,233,366.44.

3. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-2 – Scope of Services/Payment Provisions”.
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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

**COUNTY OF MONTEREY**

**Debra R. Wilson, Contracts/Purchasing Officer**

By:

Its:

Date:

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

3/20/2025 | 9:59 AM PDT

**Approved as to Form**

**Office of the County Counsel**

**Susan K. Blitch, County Counsel**

By:

Date:

Signed by:  
*Michael J. Whilden*  
2C6F38174D4940D...  
Michael J. Whilden  
Deputy County Counsel

2/28/2025 | 2:09 PM PST

**Approved as to Fiscal Provisions**

**Rupa Shah, Auditor-Controller**

By:

Its:

Date:

*Jennifer Forsyth*  
4E7E637675454AE...  
Auditor-Controller Analyst II  
(Print Name and Title)

3/3/2025 | 9:37 AM PST

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel-Risk Management**

**Susan K. Blitch, 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)

2/26/2025 | 11:11 AM EST

By:

Its:

Date:

Signed by:  
*Matthew Cass*  
74B42ABCD8844E6...  
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)  
Matthew Cass, Secretary  
(Print Name and Title)

2/26/2025 | 11:17 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-2 - 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:

At the County's request, CONTRACTOR prepared the following scope 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. To date, CONTRACTOR has based their design on the primary goal to achieve the February 2026 date by eliminating the need for permanent right of way acquisition. This goal was agreed upon in the preliminary finding meeting with County on August 10, 2023.

Based on CONTRACTOR's meeting with County on May 31, 2024, CONTRACTOR began identifying what impacts would be necessary to construct the proposed roundabout without requiring a temporary retaining wall. CONTRACTOR presented their findings to County in a meeting on June 21, 2024, and County concurred with the Project approach.

With this revised Project approach, CONTRACTOR will need to redevelop the 30% roundabout design and coordinate with County throughout the process. The updated roundabout location will require permanent right of way acquisition from up to four (4) parcels and a temporary construction easement to account for the temporary detour impacts.

Following the public outreach meeting held on September 6, 2024, the Project team met various times to discuss additional efforts needed to determine the feasibility of the Project and address the public concerns which included feedback from Supervisor Glenn. CONTRACTOR's team also produced additional pedestrian and bus stop alternatives for County review following the public meeting.

Additional project management and design engineering services have been included along with additional right of way services to prepare appraisals and right of way acquisition documents.

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

#### **Task 1.1 – Project Team Meetings (Supplemental)**

This amended task includes the backfill of budget exceeding the original agreed upon amount along with the cost to complete. Due to the Project changes, extended project timeline, and additional meetings to coordinate between CONTRACTOR and County, CONTRACTOR is

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

requesting additional task budget to backfill this task along with additional budget to continue meeting with County on a regular basis and ensure the project is delivered successfully. CONTRACTOR is expecting less coordination will be needed following the 30% preliminary design phase and environmental document circulation. Therefore, CONTRACTOR has included one (1) monthly status meeting over the duration of fourteen (14) months with County Project Manager and related monthly progress reports over the same extended period. No additional coordination meetings are expected between CONTRACTOR and County beyond one (1) monthly meeting.

### **Task 1.2 – Schedule Project Tasks (Supplemental)**

This amended task includes the backfill of budget exceeding the original agreed upon amount along with the cost to complete. Due to the Project changes, extended Project timeline, and additional meetings to coordinate between CONTRACTOR and County, CONTRACTOR is requesting additional task budget to backfill this task along with additional budget to continue scheduling tasks and keep the Project on revised timelines.

## **TASK 2 – ENVIRONMENTAL DOCUMENTATION**

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

#### Environmental Preliminary Determination (Supplemental):

This amended task includes the backfill of budget exceeding the original agreed upon amount along with the cost to complete. Due to the various relocations of the roundabout, CONTRACTOR spent additional effort coordinating changes with SWCA, Inc. dba SWCA Environmental Consultants (SWCA) (CONTRACTOR's subcontractor) along with updates and changes to the Area of Potential Effects (APE) map. CONTRACTOR is requesting additional task budget to backfill this task along with additional budget to coordinate finalization of the environmental document. CONTRACTOR is expecting minimal coordination with SWCA to finalize the environmental document, and CONTRACTOR expects no additional changes to the APE map.

## **TASK 7 – DESIGN/ENGINEERING**

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

On December 20, 2024, County directed CONTRACTOR to remove scope and cost from Task 7.3 as part of this Amendment No. 2. During preliminary design CONTRACTOR has spent a minor amount of the budget within Task 7.3. This budget was used for preliminary wall layouts during initial design and roundabout placement. The scope within this task will be removed from the Agreement as part of this Amendment No. 2. The remaining budget in this task (the amount of \$37,886.56) will be removed from Task 7.3 and used as a credit towards Amendment No. 2 total cost. This Amendment No. 2 will effectively close Task 7.3.

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

Preparation of 30% Preliminary Design exceeded budget due to an extended Project timeline and various checks and analysis requested by County. Based on County direction, the roundabout

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

location will be revised. Additional design for pedestrian facilities within the roundabout has been completed by CONTRACTOR following the public meeting to address and truth-out public comments. CONTRACTOR has completed additional exhibits to depict to County the pedestrian elements that were discussed during the public meeting. CONTRACTOR is requesting additional task budget to backfill this task along with additional budget to reinitiate 30% design and complete the redesign of the roundabout and all design analysis checks.

The current roundabout design, location, and layout which includes minimal pedestrian facilities is the alternative that will be carried forward throughout the remainder of design. Implementing minimal pedestrian facilities within the roundabout does not conform to current roundabout and pedestrian design guidance and is not recommended by CONTRACTOR. Following a meeting with County on October 24, 2024, and follow-up conversations in November, 2024, it has been directed by County to move forward with minimal pedestrian facilities included within the roundabout influence area. Additional work including a design standard decision document will be provided by CONTRACTOR which will describe County's decision to build minimum pedestrian facilities instead of the preferred pedestrian facilities as laid out in National Cooperative Highway Research Program (NCHRP) 1043. CONTRACTOR's team will document why a minimal pedestrian design will be implemented instead of the full pedestrian accommodations laid out in the NCHRP 1043 guidance. Small design changes are expected during the remainder of the 30% design process as further refinement continues. The size, location, approach configuration, pedestrian layout, and general layout of the roundabout are expected to remain unchanged throughout the remainder of the design phases.

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

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

##### **Task 10.1 – Preparation of Plats and Legal Descriptions (Supplemental)**

Wallace Group (CONTRACTOR's subcontractor) will provide one (1) additional legal description and exhibit map for Project right of way acquisitions and one (1) legal description and exhibit map for a temporary construction easement. This request, as part of this Amendment No. 2, brings the total legal descriptions and exhibit maps that are part of this scope to five (5).

##### **Task 10.3 – Right of Way Services**

Task 10.3 is added to the Agreement as part of this Amendment No. 2. Monument (CONTRACTOR's subcontractor) will complete the appraisal effort. The appraisal effort will not begin until the environmental document is complete and the final right of way lines are set. CONTRACTOR will coordinate project impacts with Monument and respond to all relevant property owner inquiries. CONTRACTOR will support Monument on all relevant project elements. Please note: the fee for the appraisals, review the negotiations are subject to change based on bids at the time of the appraisals and negotiation.

- The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. CONTRACTOR's appraisers both retain the requisite qualifications and experience necessary to complete appraisals in a competent and professional manner, in accordance with applicable laws and policies.
- Prepare the Notice of Decision to Appraiser letter for each property, advising the property

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

owner of the proposed Project, introducing the appraiser, enclosing an Acquisition Brochure describing the County's acquisition process, and contract information to answer questions and concerns.

- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the scope should address:
  - The extent of the inspection and description of the neighborhood and proposed project area,
  - The extent of the subject property inspection, including interior and exterior areas,
  - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).
- In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- Present and analyze relevant market information.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

### Deliverables:

- Appraisals covering five (5) parcels

### *Appraisal Review (Optional Task)*

Review appraisals will be provided for each appraisal, and in accordance with State and Federal law and County policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
  - Subject of the appraisal review assignment.
  - Effective date of the review.
  - Property and ownership interest appraised (if any) in the work under review.
  - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
  - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope applicable in the assignment, and develop the reasons for any disagreement.



## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the Project.

### Deliverables:

- Appraisal reviews covering five (5) parcels

### *Acquisition and Negotiation*

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

Monument will provide the following services under the direction of CONTRACTOR's staff:

- Provide acquisition and negotiations services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and County's Policies and Procedures and applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with CONTRACTOR, County, legal counsel, CONTRACTOR's team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right of way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present County's purchase offer, explain the project design requirement, and inform property owner of County's right of way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to County's specifications.
- As may be required to secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to CONTRACTOR for acceptance and processing. A report summarizing the pertinent

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

information relative to the transaction will be included.

- Prepare and submit a Letter of Recommendation to CONTRACTOR for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
  - Escrow Coordination - Coordinate opening of escrows with direction from the CONTRACTOR's Project Manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. Monument will serve as liaison between the title company, escrow holder, and County. Upon closing of escrow, tax cancellation letters will be prepared for County signature, as necessary, for fee interest acquisitions.
  - Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to CONTRACTOR. Monument's primary goal will be to reach an acceptance of the offer with each property owner. Monument will work with CONTRACTOR in recommending solutions to achieve acceptance of the offer.
  - Eminent Domain Support – If requested, coordinate with CONTRACTOR, and County's condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time and materials basis.
  - Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by County.
- A. Provide bilingual acquisition agents, if necessary.
  - B. Prepare all applicable forms, secure property owner's approval and signature and submit the forms to CONTRACTOR for County's review and acceptance.
  - C. Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide CONTRACTOR with the original acquisition file as well as electronic copy of files for future audit purposes.

Deliverables:

- Negotiations covering five (5) parcels

### OPTIONAL TASKS

Optional tasks included in Exhibit A-2 of this Agreement which do not include a cost shall not be provided by CONTRACTOR unless prior presented to and authorized by County in writing via an executed amendment to this Agreement.

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

## EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

County shall pay an increased amount of **\$185,893.44** for a total amount not to exceed **\$1,233,366.44**, 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 under Amendment No. 2 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 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.

## **EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **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 (MYA #3200\*7167), associated Delivery Order (DO) number, Project name (Prunedale Roundabout Project, RFP #1176), and services, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov) with a copy to [ramos-perediam@countyofmonterey.gov](mailto:ramos-perediam@countyofmonterey.gov):

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

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

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

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

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

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

**EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS****Cost Proposal**

Task No.	Project Number: D221141CA.BD Project Name: <del>Prunedale</del> Roundabout						CONSOR Total Hours	CONSOR NLF Budget	Monument	Wallace Group	Subcontractors Subtotal
	TASKS	Principal Engineer	Professional Engineer	Senior Project Manager	Engineering Designer	Student Intern					
		RBL	ECH	JMC	MRD	Stln		Actual Labor Multiplier			
No.	Initial Hourly Rate	\$117.52	\$64.29	\$90.04	\$37.80	\$21.85					
	Key Personnel	No	No	No	No	No					
	Prevailing Wage	No	No	No	No	No					
Amendment No. 2								3.0800			
1	PROJECT MANAGEMENT						0	\$0			\$0
1.1	Project Team Meetings (Supplemental)	30	70	45	16		161	\$39,065			\$0
1.2	Schedule Project Tasks (Supplemental)	8	16	8			32	\$8,282			\$0
2	ENVIRONMENTAL DOCUMENTATION						0	\$0			\$0
2.1	Wetland Delineation and Preliminary Jurisdictional Determination Consultations with Regulatory Agencies (Supplemental)	4	10	5			19	\$4,815			\$0
7	DESIGN/ENGINEERING						0	\$0			\$0
7.4	Preparation of 30% Preliminary Design (Supplemental)	16	50	35	250	100	451	\$61,234			\$0
10	ENGINEERING SUPPORT FOR RIGHT OF WAY ACTIVITIES						0	\$0			\$0
10.1	Preparation of Plats and Legal Description (Supplemental)	1	2	1	6		10	\$1,734		\$6,000	\$6,000
10.3	Right of Way Services	2	16	1	24		43	\$6,964	\$95,686		\$95,686
	Subtotal - Hours	61	164	95	296	100	716	\$122,094	95,686	6,000	101,686
	Anticipated Salary Increases							\$0.00			
	Other Direct Costs							\$0.00			0
	Total Cost	\$7,170	\$10,544	\$8,554	\$11,189	\$2,185	\$39,641	\$122,094	\$95,686	\$6,000	\$101,686
	Total Cost Not To Exceed										\$223,780

The increase for Amendment No. 2 to this Agreement is in the amount of \$223,780 minus the remaining amount of \$37,886.56 from Task 7.3, Retaining Wall/Slope Design **for a total increase of \$185,893.44 under Amendment No. 2 and for a total Agreement amount not to exceed \$1,233,366.44.**