SECOND AMENDMENT AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN COUNTY OF HUMBOLDT AND QUINCY ENGINEERING, INC. AS ASSIGNED TO CONSOR NORTH AMERICA, INC. FOR

DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE HOLMES-LARABEE BRIDGE PROJECT

This Second Amendment to the Agreement for Consultant Services dated April 24, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Quincy Engineering, Inc., a California corporation, as assigned to Consor North America, Inc., an Illinois corporation, hereinafter referred to as "CONSULTANT," is entered into this _____ day of _______, 2024.

WHEREAS, on April 24, 2018, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of design engineering and project development services for the Holmes-Larabee Bridge Project ("Consultant Services Agreement"); and

WHEREAS, pursuant to Article 1, Provision D of that agreement CONSULTANT obtained the COUNTY's written approval to assign obligations thereunder; and

WHEREAS, the COUNTY explicitly agreed in writing to such an assignment of CONSULTANT's obligations from Quincy Engineering, Inc. to Consor North America, Inc. pursuant to Article 1, Provision D of the Consultant Services Agreement.

Whereas, the COUNTY and CONSULTANT now desire to amend the Consultant Services Agreement in order to modify the scope of services and increase the maximum amount payable there under.

NOW THEREFORE, the parties mutually agree as follows:

1. Article V – Introduction of the Consultant Services Agreement is hereby amended to read as follows:

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall

be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Two Hundred Seventeen Thousand Seven Hundred Twenty Dollars and Sixty-Eight Cents (\$217,720.68). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Humboldt County Department of Public Works Attention: Tony Seghetti, Contract Administrator 1106 Second Street Eureka, California 95501

- H. The total amount payable by COUNTY including the fixed fee shall not exceed Four Million Thirty-Nine Thousand Nine Hundred Dollars (\$4,039,900.00).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code,

all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- 2. The Consultant Services Agreement is hereby amended to include the additional services set forth in Attachment A "Amended Scope of Work," which is attached hereto and incorporated by reference.
- 3. The Consultant Services Agreement is hereby amended to include the additional costs set forth in Attachment B "Amended Cost Proposal & Work Schedule," which is attached hereto and incorporated herein by reference.
- 4. The Consultant Services Agreement is hereby amended to include the additional certification of indirect costs set forth in Attachment E "Amended Certification of Indirect Costs and Financial Management System," which is attached hereto and incorporated herein by reference.
- 5. Except as modified herein, the Consultant Services Agreement dated April 24, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Consultant Services Agreement, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

CONSOR NORTH AMERICA, INC.:

DocuSigned by:	
By: Mark L. Reno	Date: 4/4/2024 4:32:45 PM EDT
Name: Mark L. Reno	
Title: Vice President	
By:	4/4/2024 7:12:14 PM EDT Date:
Name: Matthew Cass	
Title: Secretary-Executive Director	
COUNTY OF HUMBOLDT:	
By:	Date:
Rex Bohn, Chair Humboldt County Board of Supervisors	
INSURANCE REQUIREMENTS APPROVED:	
By:	Date: 05/10/2024
Risk Management	

ATTACHMENTS:

Attachment A – Amended Scope of Work

Attachment B – Amended Cost Proposal & Work Schedule

Attachment E - Amended Certification of Indirect Costs and Financial Management System

ATTACHMENT A AMENDED SCOPE OF WORK



SCOPE OF WORK

The Holmes-Larabee Bridge is a low water crossing that will be replaced with a full height-full service bridge for public safety. The project is funded through the federal Highway Bridge Program (HBP) administered by Caltrans. This scope of work covers the Holmes-Larabee Bridge Replacement Project (BRLO-5904(138).

Humboldt County has requested additional right-of-way acquisition services required to acquire temporary and permanent property rights for project development and construction. The following Scope of Work details additional services by both Consor and Monument to acquire the necessary property rights and to certify right of way.

PHASE 2

TASK 3: RIGHT-OF-WAY CERTIFICATION

Appraisals and Acquisitions

Monument will be responsible for right of way appraisal and acquisition services for the Holmes Larabee Bridge Replacement Project. They will be assisted by County Right of Way staff. The right of way scope is as follows:

Task 3.1 Project Management

Monument's Project Manager and key staff will be responsible for the technical and administrative functions required to provide right-of-way services on the Project. The management team will plan, organize, supervise, coordinate, and administer the various elements of the right-of-way scope of work.

- Monument will meet with relevant parties regarding proposed Project to identify acquisition issues, and/or to discuss project status, procedural issues, budget, and schedules.
- Prepare and implement an effective Acquisition Management Plan to ensure the Project is delivered in the most efficient and effective manner and in compliance with all applicable laws, regulations and procedures.
- Participate in in-person Project coordination meetings with the County and design team to communicate project updates, coordinate right-of-way issues and make recommendations to the County on policy development, risk mitigation and general project consultation.
- Prepare and deliver written progress status reports for acquisition cases.
- Create, monitor and update project schedules utilizing MS Project software.
- Schedule regular internal meetings with all Monument staff to ensure that project deliverables and services stay on schedule and within budget.



- Participate in project related meetings, make public presentations to individuals and organizations and represent the County in presentations and public hearing on all matters pertaining to the acquisition process.
- Update each parcel file checklist (our QA/QC Manager, will conduct weekly reviews of the project reporting to ensure compliance with the County and regulatory compliance).
- Finalize all work product, provided services, and prepare and deliver presentations to County staff and key stakeholders, as appropriate.
- Assist the County with any file audits.
- Consor will review all Monument documents before submittal to the County.

Task 3.2 Rights of Entry Permits

Monument will secure temporary access onto private property(ies) for environmental, planning, or preliminary investigative, Monument will perform the following:

- Prepare the temporary access document, such as Right of Entry permit (ROE) documents and secure approval as to form from County.
- Establish personal contact with property owners, wherever possible, present details of ROE.
- Negotiate with property owners and secure execution of required agreements.
- Provide regular status updates to any relevant parties associated with the Project Team.
- Facilitation of any payments from County to private property owners via mail.
- Reasonable assistance to project survey team with special owner request and access concerns.
- Consor will meet with property owners and Monument as required
- Consor will review all Monument documents before submittal to the County.

Deliverables:

Rights of Entry for up to 3 parcels

Task 3.3 Appraisal Waiver

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



Compensation and conduct good faith negotiations, however, they cannot be used for eminent domain proceedings.

- Monument will prepare and mail a "Notice of Decision to Inspect" to the property owner with the appropriate Acquisition Brochure and Title VI information and request permission to conduct an on-site inspection of the property.
- Review design plans, title information, legal descriptions and plat maps, and any other information pertaining to the subject property.
- Perform an inspection of the subject property with the owner and document and photograph the use, special features and any site improvements within the proposed acquisition area.
- Research and analyze relevant market information and formulate the valuation amount of the proposed acquisition.
- Prepare a "Waiver Valuation in Lieu of Appraisal" report utilizing the Caltrans form 7-EX-21A provided in Chapter 7 "Appraisal" in the Caltrans Right of Way Manual.
- Consor will review all Monument documents before submittal to the County.

Deliverables

2 Waiver Valuations of 2 parcels

Task 3.4 Fee Appraisal

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. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance to applicable laws and policies.

- Prepare the Notice of Decision to Appraiser letter for each property, advising the property 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 of Work 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.
- Consor will review all Monument documents before submittal to the County.

Deliverables:

Up to 6 appraisals covering 7 parcels

Task 3.5 Appraisal Review

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:
 - o Subject of the appraisal review assignment.
 - o Effective date of the review.
 - o Property and ownership interest appraised (if any) in the work under review.
 - o Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - o Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work 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 of work applicable in the assignment.



- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to the County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.
- Consor will review all Monument documents before submittal to the County.

Deliverables:

Up to 6 appraisal reviews covering 7 parcels

Task 3.6 Acquisition and Negotiation

Monument will provide right-of-way delivery services required for the 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 the County staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the County's Policies and Procedures and applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the County, legal counsel, design 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 the 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 the County's purchase offer, explain the project design requirement, and inform him or her of the 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.
- Consor will meet with property owners and Monument as required
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the 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 the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County 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 project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County. Upon closing of escrow, tax cancelation 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 the County. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- Eminent Domain Support If requested, coordinate with 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.
- Right-of-Way Certification Certify the 9 parcels with Caltrans District 1 using Caltrans Local Assistance Certification forms. Utility certification will be provided by Consor.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.



- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the County for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the County with the original acquisition file as well as electronic copy of files for future audit purposes.
- Consor will review all Monument documents before submittal to the County.

Deliverables:

Up to 8 negotiations covering 9 parcels Right-of-Way Certification

ATTACHMENT B AMENDED COST PROPOSAL & WORK SCHEDULE

Exhibit 10-H1 Cost Proposal Page 1 of 3 Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts (Design, Engineering and Environmental Studies) Prime Consultant Subconsultant 2nd Tier Subconsultant Note: Mark-ups are Not Allowed Project: Holmes Larabee Bridge Replacement Project Consultant Consor North America, Inc. N17H074CA.00 Project No. Contract No. 594171 Date 2/23/2024 DIRECT LABOR Actual Classification/Title Name Initials Hours Range Total **Hourly Rate** Principal Engineer Jurrens, Jason JPJ 156 110.58 \$80 - \$135 17,250,48 0 0 0 0 0 0 0 \$ \$ Subtotal: 156 17,250.48 LABOR COSTS \$ 17,250.48 a) Subtotal Direct Labor Costs 1,238.48 b) Anticipated Salary Increases (see page 2 for calculation) 18,488.96 c) Total Direct Labor Costs [(a) + (b)] \$ INDIRECT COSTS d) Fringe Benefits (Rate: 40.70%): e) Total Fringe Benefits [(c) x (d)] \$ 7,525.01 f) Overhead (Rate: 132.10%): g) Overhead [(c) x (f)] \$ 24,423.92 h) General and Administrative (Rate: 0.00%): i) Gen & Admin [(c) x (h)] \$ 31,948.93 j) Total Indirect Costs [(e) + (g) + (i)]k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%] 5,043.79 FIXED FEE 1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary) **Description of Item** Quantity Unit **Unit Cost** Total Mileage Costs 3600 Miles 0.670 2,412.00 Per Diem/Hotel Day Equipment Rental and Supplies EΑ EΑ Permit Fees Vendor Reproduction Vellum EΑ 81/2 X 11 Reproduction ĒΑ 11 X 17 Reproduction EΑ Mounting Boards for Presentations EΑ Newsletters (Translation and printing) EΑ Title Report EA \$ Miscellaneous EΑ 16.32 \$ 16.32 1) TOTAL OTHER DIRECT COSTS 2,428.32 m) SUBCONSULTANTS' COSTS (Add additional pages if necessary) Monument 114,390.00 \$ m) TOTAL SUBCONSULTANTS' COSTS \$ 114,390.00 n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(1)+(m)] \$ 116,818.32 TOTAL COST [(c) + (j) + (k) + (n)]172,300.00

NOTES:

- 1. Key personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- 3. Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1 Cost Proposal Page 2 of 3 Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

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

Direc	t Labor <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
	Cost Proposal	Proposal		Rate	5 Year Contract Duration
\$	17,250.48	156	=	\$110.58	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$110.58	+	5%	=	\$116.11	Year 2 Avg Hourly Rate
Year 2	\$116.11	+	5%	=	\$121.92	Year 3 Avg Hourly Rate
Year 3	\$121.92	+	5%	=	\$128.02	Year 4 Avg Hourly Rate
Year 4	\$128.02	+	5%	=	\$134.42	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	20.00%	*	156	=	31	Estimated Hours Year 1
Year 2	30.00%	*	156	=	47	Estimated Hours Year 2
Year 3	40.00%	*	156	=	62	Estimated Hours Year 3
Year 4	10.00%	*	156	=	16	Estimated Hours Year 4
Year 5	0.00%	*	156	=	0	Estimated Hours Year 5
	Total		Total	=	156	

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

	Avg Hourly Rate (calculated above)	(Estimated hours (calculated above)		Cost per Year	
Year 1	\$110.58	*	31	=	\$3,450.10	Estimated Hours Year 1
Year 2	\$116.11	*	47	=	\$5,433.95	Estimated Hours Year 2
Year 3	\$121.92	*	62	=	\$7,607.81	Estimated Hours Year 3
Year 4	\$128.02	*	16	=	\$1,997.11	Estimated Hours Year 4
Year 5	\$134.42	*	0	=	\$0.00	Estimated Hours Year 5
	Total Dir	ect Labor	Cost with Escalation	=	\$18,488.96	
	Direct La	bor Subto	tal before Escalation	=	\$ 17,250.48	
	Estimat	ed total of	Direct Labor Salary			Transfer to Page 1
			Increase	=	\$1,238.48	

NOTES:

- 1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $$250,000 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology}$)
- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	Jason Jurrens, P.E.	Title *: Regional Manager
Signature :	tages	Date of Certification (mm/dd/yyyy): 2/23/2024
Email:	jason.jurrens@consoreng.com	Phone Number: 916.368.9181
Address:	11017 Cobblerock Drive Suite 100 Rancho C	Cordova, CA 95670

List services the consultant is providing under the proposed contract:

Right of Way Appraisal & Acquisitions for HBP Bridge Replacement Project

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

Project Number: N17H074CA.00 Project Name: Holm	oject Name: Holn			Dollars	ı	1	dget	uo				lototd	IBIOIGI	qnS +	(qng
TASKS Principal Engineer Consor Total Ho Consor Total Labor	Consor Total Ho	Consor Total Labor		Consor Labo		Consor Profii	Consor NLF Buc	NLF + Escalati	Task Cost	Task Hours	Monument	ng taothronooding	Subconsultant Su	NLF + Escalation	Task Cost (With :
JPJ Direct Labor Multiplier	Direct Labor			Labor+OH Multiplier	-	Fee Multiplier	Actual Labor Multiplier								
Initial Hourly Rate \$110.58 \$0.00					\vdash										
Key Personnel Yes No					H										
Prevailing Wage No No					H										
2.7280	2.7280	2.7280	2.7280	2.7280		10%	3.0008								
0\$ 0\$ 0	0\$	0\$		0\$		\$0.00	0\$	\$0					\$0	\$0	
RIGHT-OF-WAY CERTIFICATION 0 \$0 \$0	0\$	0\$		\$0		\$0.00	\$0	\$0	\$ 55,482	156			\$0	\$0	\$115,730
Project Management 16 \$1,769 \$4,827	16 \$1,769	\$1,769		\$4,827		\$482.66	\$5,309	\$5,690			\$6,705		\$6,705	\$12,395	
Rights of Entry Permits 24 \$2,654 \$7,240	24 \$2,654	\$2,654		\$7,240		\$723.99	\$7,964	\$8,536			\$4,802		\$4,802	\$13,338	
Appraisal Waiver 8 \$885 \$2,413	8 \$885	\$885		\$2,413		\$241.33	\$2,655	\$2,845			\$5,408		\$5,408	\$8,253	
Fee Appraisal 12 \$1,327 \$3,620	12 \$1,327	\$1,327		\$3,620		\$361.99	\$3,982	\$4,268					\$0	\$4,268	
Appraisal Review 0 \$0 \$0	\$0	\$0		\$0		\$0.00	\$0	\$0					\$0	\$0	
Acquisition and Negotiation 96 \$10,616 \$28,960	96 \$10,616	\$10,616		\$28,960		\$2,895.96	\$31,856	\$34,143			\$43,333	•	\$43,333	\$77,476	
0\$ 0\$ 0	\$0	\$0		\$0	H	\$0.00	\$0	\$0					\$0	\$0	
156 0 156 \$17,250.48 \$	156 \$17,250.48	156 \$17,250.48 \$	\$	\$47,059.	31	\$4,705.93	\$51,765.24	\$55,482	\$ 55,482	156			0		
Anticipated Salary Increases \$1,238.48 \$3,378.58				\$3,378.	28	\$337.86	\$3,716.44								
of Costs					1		\$2,428.32				\$54,142		54,142		56,570
Total Cost \$18,489 \$50,438	\$0 \$17,250 \$18,489	\$17,250 \$18,489		\$50,43	8	\$5,044	\$57,910				\$114,390	\$0 \$1	\$114,390		\$172,300

Note: Invoices will be based upon actual Consor hourly rates plus overhead at 172.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties to modify the rate in writing.

\$172,300

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

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

		☐ Prime Consultant	✓ Su	bconsultant	2nd	Tier Subconsult	tant	
Consultant	Monument ROW			SR 132 Phase 2				
Project No.		Contract No.		Date 1/26/2	24		_	
Classification/Title	e	Name		Hours	Ad	ctual Hourly Rate		Total
ROW Principal	Bob	Morrison		26	\$	111.43	\$	2,897.18
Senior PM	202			22	\$	85.00	\$	1,870.00
ROW PM 1				22	\$	75.00	\$	1,650.00
Senior Acquisition Agent				0	\$	65.00	\$	-
Acquisition Agent 2				40	\$	60.00	\$	2,400.00
Acquisition Agent 1				216	\$	55.00	\$	11,880.00
Senior Project Coordinator				0	\$	45.00	\$	-
Project Coordinator 1				20	\$	40.00	\$	800.00
Project Analyst				24	\$	38.00	\$	912.00
Researcher				24	\$	40.00	\$	960.00
Professional Staff				24	\$	38.00	\$	912.00
Admin				16	\$	35.00	\$	560.00
	•		Total Hours	434				
indirect costs d) Fringe Benefits (Rate f) Overhead (Rate h) General and Administrative	58.16%) 58.00%) (Rate	0.00%)	k) TOTAL FI	c) TOTAL DIRECT LABORINGE BENEFITS [(c) x (d)] g) Overhead [(c) x (f)] i) Gen & Admin [(c) x (h)] j) TOTAL INDIRECT CO	\$ \$ \$ \$	14,736.58 14,696.04	-	25,338.00 29,432.62 5,477.06
) CONSULTANT'S OTHER DIRE		TEMIZE (Add additional pag		I I mile	1	Unit Cost	1	TOTAL
	escription of Item		Quantity	Unit	1	Unit Cost		TOTAL
Mileage Costs			980 8	Mile		\$0.655 \$1,000.00		\$641.90
Title Reports							-	· '
Mail			10			\$50.00		\$500.00
Plans Sheets	-4-							\$0.00
Other ODCs - list specific cos	STS			" =====	TE.D.	DIDECT COSTS	ı	\$0.00
m) SUBCONSULTANTS' COSTS Appraisal (Total 6) Appraisal Review (Total 6)	(Add additional pa	nges if necessary)	- - -	m) TOTAL SUBCO		DIRECT COSTS TANTS' COSTS		\$30,000.00 \$15,000.00 \$45,000.00
		n) TOTAL	OTHER DIRECT CO	OSTS INCLUDING SUBCONSU				\$54,141.90
				TOTAL COST	(c) + 0	i) + (k) + (n)]	Ś	114.389.59

Notes:

- 1. Key personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- 3. Anticipated salary increases calculation (page 2) must accompany.

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

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

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Monument ROW Contract No. 0 Date 1/26/24

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

[Direct Labor		Total Hours			Avg	5 year
Sub	ototal Per Cost		cost Proposal		H	Hourly	Contract
	Proposal					Rate	Duration
\$	24,841.18	/	434	=	\$	57.24	Year 1 avg
							Hourly rate

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

	Averag	e hourly rate		Proposed Escalati	on		
Year 1	\$	57.24	+	4%	=	\$ 59.53	Year 2 Avg Hourly Rate
Year 2	\$	59.53	+	4%	=	\$ 61.91	Year 3 Avg Hourly Rate
Year 3	\$	61.91	+	4%	=	\$ 64.38	Year 4 Avg Hourly Rate
Year 4	\$	64.38	+	4%	=	\$ 66.96	Year 5 Avg Hourly Rate

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

Estimated % Completed		Total Hours Per Cost To		Total Hours per		
	Each year		Proposal		Year	
Year 1	50.0%	*	434	=	217.0	Estimated Hours Year 1
Year 2	50.0%	*	434	=	217.0	Estimated Hours Year 2
Year 3	0.0%	*	434	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	434	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	434	=	0.0	Estimated Hours Year 5
Total	100.0%	•	Total	=	434.0	

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

	Avg Hourly Rate (Calculated above)			Estimated hours (Calculated above)		Cost Per Year		
Year 1	\$	57.24	*	217.0	=	\$	12,420.59	Estimated Hours Year 1
Year 2	\$	59.53	*	217.0	=	\$	12,917.41	Estimated Hours Year 2
Year 3	\$	61.91	*	0.0	=	\$	-	Estimated Hours Year 3
Year 4	\$	64.38	*	0.0	=	\$	-	Estimated Hours Year 4
Year 5	\$	66.96	*	0.0	=	\$	-	Estimated Hours Year 5
			Total	Total Direct Labor Cost with Escalation =			25,338.00	
			Direct	irect Labor Subtotal before Escalation =			24,841.18	
		Est	imated To	ed Total of Direct Labor Salary Increase =			496.82	Transferred to page 1

Notes

- 1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
- 2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

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

Certification of Direct Costs:

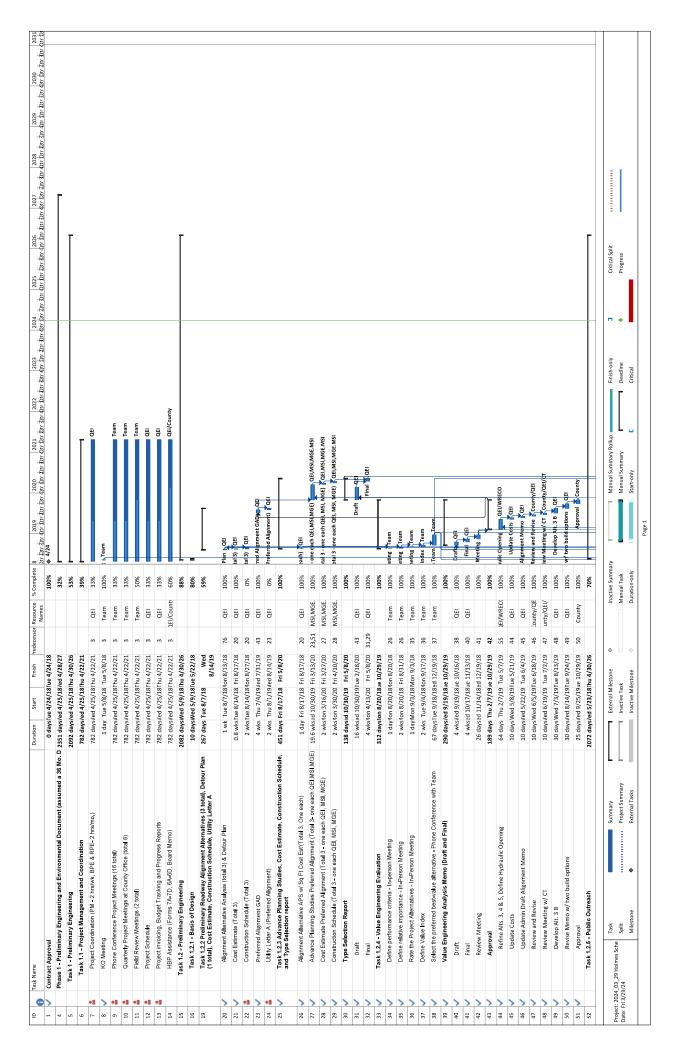
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

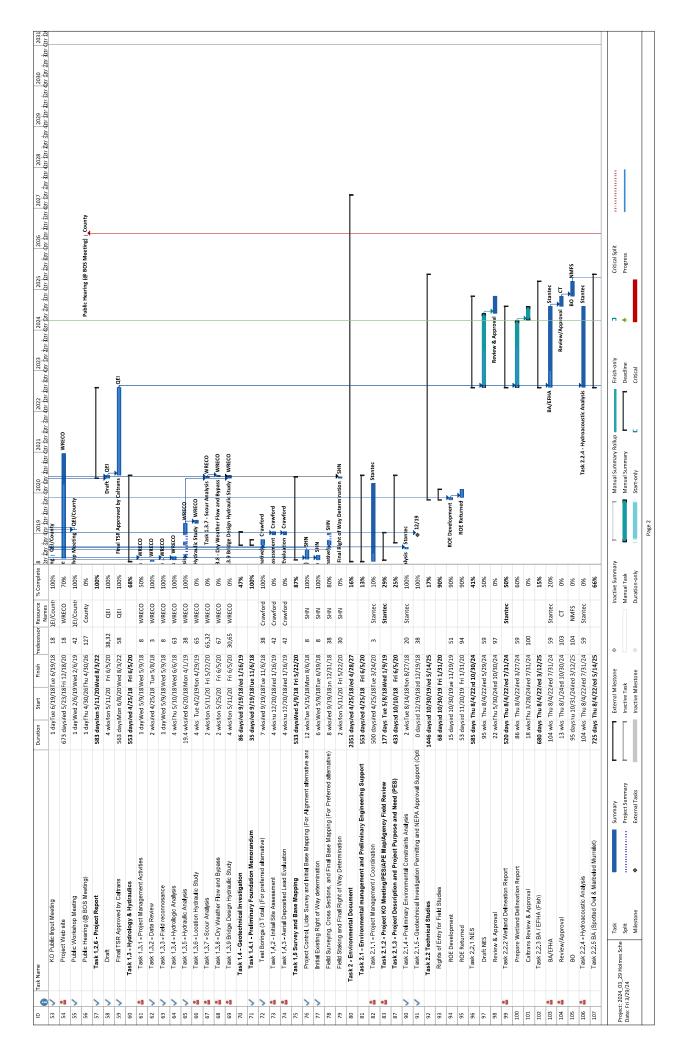
- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract.
- 3. Title 23 United State Code Section 112 Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Procedures
- 5. <u>23 Code of Federal Regulations Part 172</u> Procurement,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

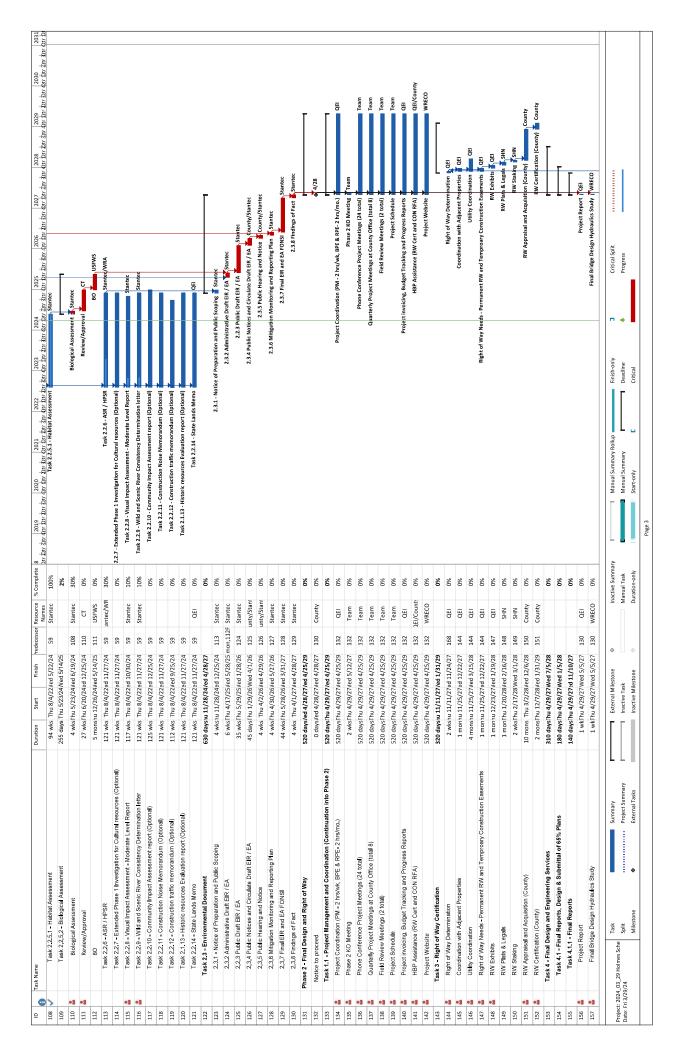
All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

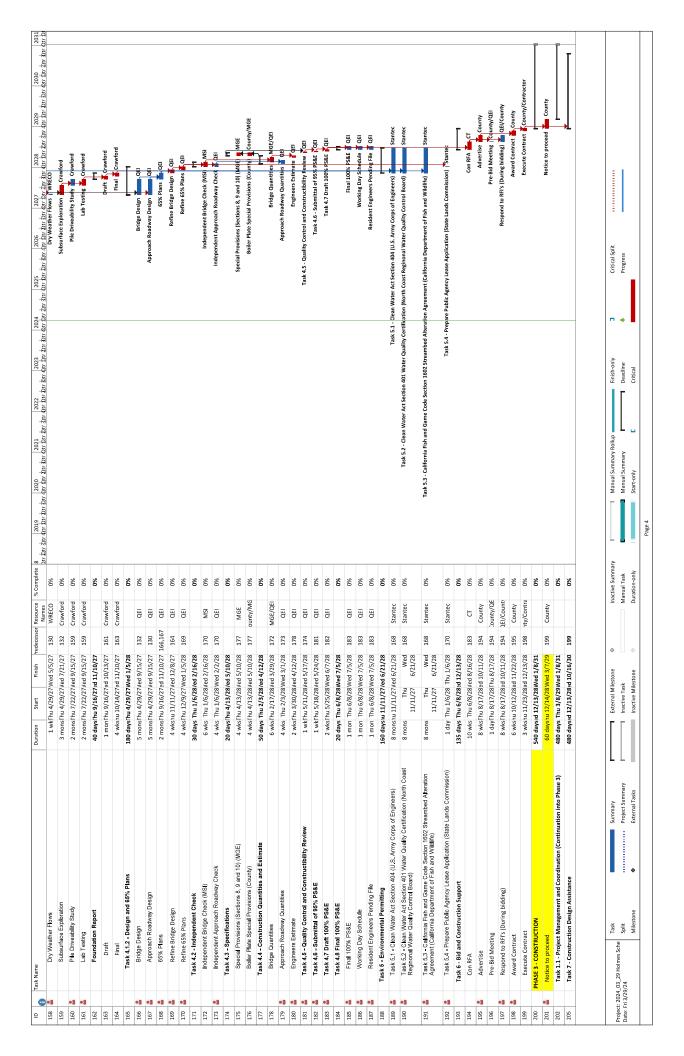
Prime Consultant or Subconsultant Certifying:

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









ATTACHMENT E AMENDED CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name:	Monument ROW

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):						
Combined Rate: 116.12	Or					
Home Office Rate:	and Field Office Rate (if applicable):					
Facilities Capital Cost of Money (if applicable): n/a						
Fiscal Period:* 01/01/2022 - 12/31/2022						

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in <u>Title 23</u>
<u>United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.</u>

Our financial management system has the following attributes:

- · Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

^{*} Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- · Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties 23 CFR Part 172.11(c)(4)
- False Claims Act Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally Title 18 U.S.C. Section 1001
- Major Fraud Act Title 18 U.S.C. Section 1031

Α	Ш	A&	E	C	ontr	act	Info	orm	atio	n	:
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All A&E Contract Information:						
Total participation amount 5,000,000 Engineering services that the consultant						
The number of states in which the const	ultant does business is 1	<u></u>				
Years of consultant's experience with 48	8 CFR Part 31 is <u>5</u>					
Identify the type of audits listed below the	nat the consultant has had pe	erformed (if applicable):				
Cognizant ICR Audit	Local Govt ICR Audit	Caltrans ICR Audit □				
CPA ICR Audit 🔟	Federal Govt ICR Audit	Califalis ICR Addit				
I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23.0.s.c. . Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.						
Name:** Joey Mendoza	Title**:	Vice President				
Signature:	Date:	3/18/2024				
Phone**: 949.378.0687	Email**: jmendoza@monu	umentrow.com				

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

^{**}An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.