



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[Environmental – Cultural Resources Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of May 4th, 2023, by and between the CITY OF ORANGE, a municipal corporation (“City”), and COGSTONE RESOURCE MANAGEMENT, a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7212) dated June 24, 2021, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by revising the Scope of Services and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. Cross-References. City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 Revised Scope of Services. The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 Compensation. The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by TWO THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS and 74/100 (\$2,462.74) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed NINETEEN THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS and 14/100 (\$19,397.14) without the prior written authorization of City.”

Section 5. Authority of City Manager. Pursuant to Section 3.08.430 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Agreement to adjust the compensation as provided herein.

Section 6. Integration. This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS WHEREOF, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

COGSTONE RESOURCE MANAGEMENT,
a California corporation

CITY OF ORANGE, a municipal corporation

DocuSigned by:
Molly Valasik
*By: _____
Printed Name: Molly Valasik
Title: CFO/CEO

DocuSigned by:
Tom Kisela
By: _____
Thomas C. Kisela, City Manager

DocuSigned by:
Holly Hickman
*By: _____
Printed Name: Holly Hickman
Title: Vice President of Marketing

APPROVED AS TO FORM:

DocuSigned by:
Mary E. Binning

Mary E. Binning, City Attorney

***NOTE:** If Contractor is a corporation, the City requires the following signature(s):
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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EXHIBIT "A"

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



PALEONTOLOGY - ARCHAEOLOGY - HISTORY



April 19, 2023

Cogstone 5296

To: Gabrielle Hayes, P.E., City of Orange

From: Molly Valasik, Principal Investigator

RE: Cost estimate for a Supplemental Letter Report for the Palmyra Hotel Commemorative Marker, Glassell & Palmrya Traffic Signal Project, City of Orange

Cogstone is submitting a cost estimate for a Supplemental Letter Report for the Glassell & Palmrya Traffic Signal Project. The Supplemental Letter Report has been requested by the State Historic Preservation Officer (SHPO) during their review of the cultural resource technical reports. The Supplemental Letter Report will address SHPO's comments by documenting additional research and making a determination of eligibility for the Palmyra Hotel Commemorative Marker. The Department of Parks and Recreation (DPR) 523 forms for the Palmyra Hotel Commemorative Marker will also be updated.



PALEONTOLOGY - ARCHAEOLOGY - HISTORY

CHANGE ORDER



Client Contact: Gabrielle Hayes, P.E
Client Company: City of Orange
Client Contract #: PO 114538, AGR-7212
Client Contract Date: July 15, 2021
Change Order No.: 01

Summary of Increased Scope:

- Supplemental Letter Report for the Palmyra Hotel Commemorative Marker
- DPR updates to Palmyra Hotel Commemorative Marker

Contract Summary:

Original Contract Amount	\$16,934.40
Change Order 01 Increase Requested	\$2,462.74
New Contract Sum including this Change Order	\$19,397.14

Client accepts the change order and it will become a supplement to the contract with all provisions of the contract applying hereto.

Client Signature

Client Name (printed or typed)

Date Signed

Effective Date if different from date signed

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Cogstone Resource Management

Project No. HSIPL-5073(093)

Contract No. _____

Date 4/19/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Molly Valasik*	4.00	\$ 48.70	\$ 194.80
Architectural Historian	Shannon Lopez*	14.00	\$ 27.00	\$ 378.00
GIS Supervisor	Logan Freeberg	2.00	\$ 28.00	\$ 56.00
Technical Editor	Debbie Webster	2.00	\$ 30.00	\$ 60.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 688.80
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 688.80

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>42.02%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 289.43
f) Overhead & G&A (Rate: <u>5.49%</u>)	g) Overhead [(c) x (f)]	\$ 37.82
h) General & Admin (Rate: <u>72.90%</u>)	i) Gen & Admin [(c) x (h)]	\$ 502.14
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 829.38

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	8%	\$ 121.45
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
I) TOTAL OTHER DIRECT COSTS				\$ -

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

Subconsultant 1: Public Archaeology Laboratory (PAL)	\$ 823.10
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 823.10

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 823.10
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 2,462.74

NOTES:

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

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Cogstone Resource Management

Project No. HSIPL-5073(093) Contract No. _____

Date 4/19/2023

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

	Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	
\$	688.80	22		31.31	5 Year Contract Duration 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	\$ 31.31	+	3%			\$ 32.25	Year 2 Avg Hourly Rate
Year 2	\$ 32.25	+	3%			\$ 33.22	Year 3 Avg Hourly Rate
Year 3	\$ 33.22	+	3%			\$ 34.21	Year 4 Avg Hourly Rate
Year 4	\$ 34.21	+	3%			\$ 35.24	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		=	Total Hours per Year	
Year 1	100.00%	*	22.0			22.0	Estimated Hours Year 1
Year 2	0.00%	*	22.0			0.0	Estimated Hours Year 2
Year 3	0.00%	*	22.0			0.0	Estimated Hours Year 3
Year 4	0.00%	*	22.0			0.0	Estimated Hours Year 4
Year 5	0.00%	*	22.0			0.0	Estimated Hours Year 5
Total	100%		Total			22.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		=	Cost per Year	
Year 1	\$ 31.31	*	22			\$ 688.80	Estimated Hours Year 1
Year 2	\$ 32.25	*	0			\$ -	Estimated Hours Year 2
Year 3	\$ 33.22	*	0			\$ -	Estimated Hours Year 3
Year 4	\$ 34.21	*	0			\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0			\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation						\$ 688.80	
Direct Labor Subtotal before Escalation						\$ 688.80	
Estimated total of Direct Labor Salary Increase						\$ -	Transfer 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 # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Molly Valasik Title *: CEO/CFO

Signature:  Date of Certification: 04/19/2023

Email: mvalasik@cogstone.com Phone number: (714) 974-8300

Address: 1518 W. Taft Ave., Orange, CA 92865

* 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

List services the consultant is providing under the proposed contract:

Cultural Resources Services: Section 106 Compliance Reports

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: The Public Archaeology Laboratory, Inc. (PAL)

Project No. HSIPL-5073 (093) Contract No. _____

Date 3/30/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Architectural Historian	Virginia H. Adams	6.00	\$ 53.86	\$ 323.16
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 323.16
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 323.16

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>30.35%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 98.08
f) Overhead & G&A (Rate: <u>101.20%</u>)	g) Overhead [(c) x (f)]	\$ 327.04
h) General & Admin (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 425.12

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: <u>10%</u>	\$ 74.83
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c) + (j) + (k) + (n)] \$ 823.10

NOTES:

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

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant The Public Archaeology Laboratory

Project No. HSIPL-5073 (093) Contract No. _____

Date 4/14/2023

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 323.16	6	=	\$ 53.86	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	\$ 53.86	+	3%	=	\$ 55.48 Year 2 Avg Hourly Rate
Year 2	\$ 55.48	+	3%	=	\$ 57.14 Year 3 Avg Hourly Rate
Year 3	\$ 57.14	+	3%	=	\$ 58.85 Year 4 Avg Hourly Rate
Year 4	\$ 58.85	+	3%	=	\$ 60.62 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	6.0	=	6.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	6.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$ 53.86	*	6	=	\$ 323.16	Estimated Hours Year 1
Year 2	\$ 55.48	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 57.14	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 58.85	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 323.16	
Direct Labor Subtotal before Escalation				=	\$ 323.16	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer 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 # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Deborah C. Cox

Title *: President

Signature: 

Date of Certification: April 14, 2023

Email: dcox@palinc.com

Phone Number: (401) 728-8780

Address: 26 Main Street, Pawtucket, Rhode Island 02860

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

List services the consultant is providing under the proposed contract:

The Public Archaeology Laboratory, Inc. will provide historic preservation consulting review services as Section 106 Reports Expert Review to the team.

2.A. Draft and Final Historical Resources Evaluation Reports (HRER, RFP Task 3)

2.B. Historic Property Survey Report (HPSR, anticipated update of 2 building forms, RFP Task 4)

2.C. Finding of No Adverse Effect (FNAE anticipated, RFP Task 5)