



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15638 ; Amendment No.: 1

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-15638, Multi-Year Agreement #3200*6172, with Dokken Engineering, Inc. to continue to provide on-call civil engineering services for transportation projects located in Monterey County, Request for Qualifications #10806, to increase the not-to-exceed amount by \$1,000,000 for a total amount not-to-exceed \$2,000,000 with no extension to the term from December 7, 2021 to December 6, 2024, with the option to extend the term for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to Professional Services Agreement No. A-15638 and future amendments to the Agreement where the amendments do not significantly alter the scope of work as determined by the Director of the Department of Public Works, Facilities and Parks (PWFP) or increase the approved Agreement amount and subject to approval as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 7th day of February 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

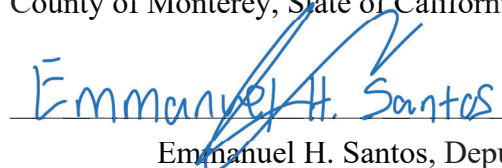
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 7, 2023.

REVISED Date: February 10, 2023

File ID: A 23-027

Agenda Item No.: 28

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


Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DOKKEN ENGINEERING, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15638 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Dokken Engineering, 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-15638 with County on December 17, 2021 (hereinafter, "Agreement") to provide on-call civil engineering services for transportation projects located in Monterey County, Request for Qualifications (RFQ) #10806 (hereinafter, "services"), through December 6, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$1,000,000; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, CONTRACTOR's Exhibit 10-H2 Cost Proposal of the Caltrans Local Assistance Procedures Manual (LAPM) within Exhibit A – Scope of Services/Payment Provisions of the Agreement requires an update retroactive and effective December 7, 2021 to include subcontractor rates which were inadvertently excluded since the Agreement start date; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update provisions, to update Exhibit 10-H2 Cost Proposal in Exhibit A retroactive and effective December 7, 2021, and to increase the amount by \$1,000,000 for a total amount not to exceed \$2,000,000 with no change in the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A1, 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 \$2,000,000.

2. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1 - Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”, retroactive and effective December 7, 2021.
3. Delete Exhibit 10-H2 Cost Proposal of the Caltrans LAPM within Exhibit A of the Agreement.
4. In all places within the Agreement, any reference to Exhibit 10-H2 Cost Proposal of the Caltrans LAPM within Exhibit A is hereby replaced with “Exhibit A-1 - Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”, retroactive and effective December 7, 2021.
5. Amend Paragraph 11, “Non-Discrimination”, to read as follows:

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

6. Amend Agreement to add Paragraph 16, “Compliance with Applicable Laws”, as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

7. Amend Agreement to add Paragraph 17, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

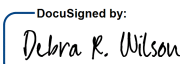
17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

8. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks.
9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.


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

COUNTY OF MONTEREY

By: 
7B741937AA0B41B...
 Contracts/Purchasing Officer

Date: 2/10/2023 | 2:58 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
A1933B26E717442...
 Mary Grace Perry
 Deputy County Counsel

Date: 1/19/2023 | 6:43 PM PST

Approved as to Fiscal Provisions

By: 
4E7E657070454AE...
 Auditor/Controller

Date: 1/20/2023 | 10:47 AM PST

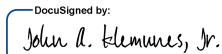
Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
 Danielle P. Mancuso
 Risk Manager

Date: _____


CONTRACTOR*

Dokken Engineering, Inc.
 Contractor's Business Name

By: 
1A66640911C54F4...
 (Signature of Chair, President or Vice President)

Its: John A. Klemunes, Jr., President
 (Print Name and Title)

Date: 1/19/2023 | 2:29 PM PST

By: 
1173737823793F...
 (Signature of Secretary, Asst. Secretary, CFO,
 Treasurer or Asst. Treasurer)

Its: Cathy Chan, Secretary
 (Print Name and Title)

Date: 1/19/2023 | 2:44 PM PST

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

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

Retroactive and effective December 7, 2021 EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806

Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee				= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Klemunes, PE* Principal in Charge Exempt	\$292.05	N/A	N/A	1/1/2021	12/31/2021	\$100.00		Not Applicable
	\$300.81	N/A	N/A	1/1/2022	12/31/2022	\$103.00	3.00%	
	\$309.84	N/A	N/A	1/1/2023	12/31/2023	\$106.09	3.00%	
	\$319.13	N/A	N/A	1/1/2024	12/31/2024	\$109.27	3.00%	
	\$328.70	N/A	N/A	1/1/2025	12/31/2025	\$112.55	3.00%	
	\$338.57	N/A	N/A	1/1/2026	12/31/2026	\$115.93	3.00%	
Rick Liptak, PE* QA/QC Engineer Exempt	\$292.05	N/A	N/A	1/1/2021	12/31/2021	\$100.00		Not Applicable
	\$300.81	N/A	N/A	1/1/2022	12/31/2022	\$103.00	3.00%	
	\$309.84	N/A	N/A	1/1/2023	12/31/2023	\$106.09	3.00%	
	\$319.13	N/A	N/A	1/1/2024	12/31/2024	\$109.27	3.00%	
	\$328.70	N/A	N/A	1/1/2025	12/31/2025	\$112.55	3.00%	
	\$338.57	N/A	N/A	1/1/2026	12/31/2026	\$115.93	3.00%	
Ashley Orsaba-Finders, PE* Project Manager Senior Engineer Exempt	\$178.15	N/A	N/A	1/1/2021	12/31/2021	\$61.00		Not Applicable
	\$183.50	N/A	N/A	1/1/2022	12/31/2022	\$62.83	3.00%	
	\$189.00	N/A	N/A	1/1/2023	12/31/2023	\$64.71	3.00%	
	\$194.67	N/A	N/A	1/1/2024	12/31/2024	\$66.66	3.00%	
	\$200.51	N/A	N/A	1/1/2025	12/31/2025	\$68.66	3.00%	
	\$206.53	N/A	N/A	1/1/2026	12/31/2026	\$70.72	3.00%	
Juann Ramos, PE* Task Order Lead Senior Engineer Exempt	\$292.05	N/A	N/A	1/1/2021	12/31/2021	\$100.00		Not Applicable
	\$300.81	N/A	N/A	1/1/2022	12/31/2022	\$103.00	3.00%	
	\$309.84	N/A	N/A	1/1/2023	12/31/2023	\$106.09	3.00%	
	\$319.13	N/A	N/A	1/1/2024	12/31/2024	\$109.27	3.00%	
	\$328.70	N/A	N/A	1/1/2025	12/31/2025	\$112.55	3.00%	
	\$338.57	N/A	N/A	1/1/2026	12/31/2026	\$115.93	3.00%	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

Retroactive and effective December 7, 2021 EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Matt Atkinson, PE, QSD/P*	\$169.39	N/A	N/A	1/1/2021	12/31/2021	\$58.00		Not Applicable
Task Order Lead	\$174.47	N/A	N/A	1/1/2022	12/31/2022	\$59.74	3.00%	
Senior Engineer	\$179.70	N/A	N/A	1/1/2023	12/31/2023	\$61.53	3.00%	
Exempt	\$185.10	N/A	N/A	1/1/2024	12/31/2024	\$63.38	3.00%	
	\$190.65	N/A	N/A	1/1/2025	12/31/2025	\$65.28	3.00%	
	\$196.37	N/A	N/A	1/1/2026	12/31/2026	\$67.24	3.00%	
Brian Stephenson, PE, QSD/P*	\$204.44	N/A	N/A	1/1/2021	12/31/2021	\$70.00		Not Applicable
Task Order Lead	\$210.57	N/A	N/A	1/1/2022	12/31/2022	\$72.10	3.00%	
Senior Engineer	\$216.89	N/A	N/A	1/1/2023	12/31/2023	\$74.26	3.00%	
Exempt	\$223.39	N/A	N/A	1/1/2024	12/31/2024	\$76.49	3.00%	
	\$230.09	N/A	N/A	1/1/2025	12/31/2025	\$78.79	3.00%	
	\$237.00	N/A	N/A	1/1/2026	12/31/2026	\$81.15	3.00%	
Kris Kofoed, PE*	\$183.99	N/A	N/A	1/1/2021	12/31/2021	\$63.00		Not Applicable
Task Order Lead	\$189.51	N/A	N/A	1/1/2022	12/31/2022	\$64.89	3.00%	
Senior Engineer	\$195.20	N/A	N/A	1/1/2023	12/31/2023	\$66.84	3.00%	
Exempt	\$201.05	N/A	N/A	1/1/2024	12/31/2024	\$68.84	3.00%	
	\$207.08	N/A	N/A	1/1/2025	12/31/2025	\$70.91	3.00%	
	\$213.30	N/A	N/A	1/1/2026	12/31/2026	\$73.03	3.00%	
Jacqueline Lockhart, PE*	\$178.15	N/A	N/A	1/1/2021	12/31/2021	\$61.00		Not Applicable
Task Order Lead	\$183.50	N/A	N/A	1/1/2022	12/31/2022	\$62.83	3.00%	
Senior Engineer	\$189.00	N/A	N/A	1/1/2023	12/31/2023	\$64.71	3.00%	
Exempt	\$194.67	N/A	N/A	1/1/2024	12/31/2024	\$66.66	3.00%	
	\$200.51	N/A	N/A	1/1/2025	12/31/2025	\$68.66	3.00%	
	\$206.53	N/A	N/A	1/1/2026	12/31/2026	\$70.72	3.00%	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Tony Powers, PE	\$195.67	N/A	N/A	1/1/2021	12/31/2021	\$67.00		Not Applicable
Task Order Lead	\$201.54	N/A	N/A	1/1/2022	12/31/2022	\$69.01	3.00%	
Senior Engineer	\$207.59	N/A	N/A	1/1/2023	12/31/2023	\$71.08	3.00%	
Exempt	\$213.82	N/A	N/A	1/1/2024	12/31/2024	\$73.21	3.00%	
	\$220.23	N/A	N/A	1/1/2025	12/31/2025	\$75.41	3.00%	
	\$226.84	N/A	N/A	1/1/2026	12/31/2026	\$77.67	3.00%	
Rosa Griggs, PE*	\$204.44	N/A	N/A	1/1/2021	12/31/2021	\$70.00		Not Applicable
Task Order Lead	\$210.57	N/A	N/A	1/1/2022	12/31/2022	\$72.10	3.00%	
Senior Engineer	\$216.89	N/A	N/A	1/1/2023	12/31/2023	\$74.26	3.00%	
Exempt	\$223.39	N/A	N/A	1/1/2024	12/31/2024	\$76.49	3.00%	
	\$230.09	N/A	N/A	1/1/2025	12/31/2025	\$78.79	3.00%	
	\$237.00	N/A	N/A	1/1/2026	12/31/2026	\$81.15	3.00%	
Pamela Dalcin-Walling, PE, QSD/P*	\$236.56	N/A	N/A	1/1/2021	12/31/2021	\$81.00		Not Applicable
Task Order Lead	\$243.66	N/A	N/A	1/1/2022	12/31/2022	\$83.43	3.00%	
Senior Engineer	\$250.97	N/A	N/A	1/1/2023	12/31/2023	\$85.93	3.00%	
Exempt	\$258.50	N/A	N/A	1/1/2024	12/31/2024	\$88.51	3.00%	
	\$266.25	N/A	N/A	1/1/2025	12/31/2025	\$91.17	3.00%	
	\$274.24	N/A	N/A	1/1/2026	12/31/2026	\$93.90	3.00%	
Joe Ostdiek, PE, TE*	\$189.83	N/A	N/A	1/1/2021	12/31/2021	\$65.00		Not Applicable
Task Order Lead	\$195.53	N/A	N/A	1/1/2022	12/31/2022	\$66.95	3.00%	
Senior Engineer	\$201.39	N/A	N/A	1/1/2023	12/31/2023	\$68.96	3.00%	
Exempt	\$207.44	N/A	N/A	1/1/2024	12/31/2024	\$71.03	3.00%	
	\$213.66	N/A	N/A	1/1/2025	12/31/2025	\$73.16	3.00%	
	\$220.07	N/A	N/A	1/1/2026	12/31/2026	\$75.35	3.00%	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL

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(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

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CALCULATION INFORMATION

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	Straight ³	OT(1.5x)	OT(2x)	From	To			
Jamie Formico, SR/WA	\$183.99	N/A	N/A	1/1/2021	12/31/2021	\$63.00		Not Applicable
Task Order Lead	\$189.51	N/A	N/A	1/1/2022	12/31/2022	\$64.89	3.00%	
Right of Way Manager	\$195.20	N/A	N/A	1/1/2023	12/31/2023	\$66.84	3.00%	
Exempt	\$201.05	N/A	N/A	1/1/2024	12/31/2024	\$68.84	3.00%	
	\$207.08	N/A	N/A	1/1/2025	12/31/2025	\$70.91	3.00%	
	\$213.30	N/A	N/A	1/1/2026	12/31/2026	\$73.03	3.00%	
Sarah Holm*	\$210.28	N/A	N/A	1/1/2021	12/31/2021	\$72.00		Not Applicable
Task Order Lead	\$216.58	N/A	N/A	1/1/2022	12/31/2022	\$74.16	3.00%	
Environmental Manager	\$223.08	N/A	N/A	1/1/2023	12/31/2023	\$76.38	3.00%	
Exempt	\$229.77	N/A	N/A	1/1/2024	12/31/2024	\$78.68	3.00%	
	\$236.67	N/A	N/A	1/1/2025	12/31/2025	\$81.04	3.00%	
	\$243.77	N/A	N/A	1/1/2026	12/31/2026	\$83.47	3.00%	
Amy Bakker*	\$128.50	N/A	N/A	1/1/2021	12/31/2021	\$44.00		Not Applicable
Task Order Lead	\$132.36	N/A	N/A	1/1/2022	12/31/2022	\$45.32	3.00%	
Associate Environmental Planner	\$136.33	N/A	N/A	1/1/2023	12/31/2023	\$46.68	3.00%	
Exempt	\$140.42	N/A	N/A	1/1/2024	12/31/2024	\$48.08	3.00%	
	\$144.63	N/A	N/A	1/1/2025	12/31/2025	\$49.52	3.00%	
	\$148.97	N/A	N/A	1/1/2026	12/31/2026	\$51.01	3.00%	
STAFF	\$219.04 - \$321.26	N/A	N/A	1/1/2021	12/31/2021	\$92.50		\$75.00 - \$110.00
Principal in Charge	\$225.61 - \$330.89	N/A	N/A	1/1/2022	12/31/2022	\$95.28	3.00%	\$77.25 - \$113.30
Exempt	\$232.38 - \$340.82	N/A	N/A	1/1/2023	12/31/2023	\$98.13	3.00%	\$79.57 - \$116.70
	\$239.35 - \$351.04	N/A	N/A	1/1/2024	12/31/2024	\$101.08	3.00%	\$81.95 - \$120.20
	\$246.53 - \$361.58	N/A	N/A	1/1/2025	12/31/2025	\$104.11	3.00%	\$84.41 - \$123.81
	\$253.92 - \$372.42	N/A	N/A	1/1/2026	12/31/2026	\$107.23	3.00%	\$86.95 - \$127.52

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

Retroactive and effective December 7, 2021 EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF	\$219.04 - \$321.26	N/A	N/A	1/1/2021	12/31/2021	\$92.50		\$75.00 - \$110.00
QA/QC Engineer	\$225.61 - \$330.89	N/A	N/A	1/1/2022	12/31/2022	\$95.28	3.00%	\$77.25 - \$113.30
Exempt	\$232.38 - \$340.82	N/A	N/A	1/1/2023	12/31/2023	\$98.13	3.00%	\$79.57 - \$116.70
	\$239.35 - \$351.04	N/A	N/A	1/1/2024	12/31/2024	\$101.08	3.00%	\$81.95 - \$120.20
	\$246.53 - \$361.58	N/A	N/A	1/1/2025	12/31/2025	\$104.11	3.00%	\$84.41 - \$123.81
	\$253.92 - \$372.42	N/A	N/A	1/1/2026	12/31/2026	\$107.23	3.00%	\$86.95 - \$127.52
STAFF	\$160.63 - \$292.05	N/A	N/A	1/1/2021	12/31/2021	\$77.50		\$55.00 - \$100.00
Project Manager	\$165.45 - \$300.81	N/A	N/A	1/1/2022	12/31/2022	\$79.83	3.00%	\$56.65 - \$103.00
Exempt	\$170.41 - \$309.84	N/A	N/A	1/1/2023	12/31/2023	\$82.22	3.00%	\$58.35 - \$106.09
	\$175.52 - \$319.13	N/A	N/A	1/1/2024	12/31/2024	\$84.69	3.00%	\$60.10 - \$109.27
	\$180.79 - \$328.70	N/A	N/A	1/1/2025	12/31/2025	\$87.23	3.00%	\$61.90 - \$112.55
	\$186.21 - \$338.57	N/A	N/A	1/1/2026	12/31/2026	\$89.84	3.00%	\$63.76 - \$115.93
STAFF	\$160.63 - \$292.05	N/A	N/A	1/1/2021	12/31/2021	\$77.50		\$55.00 - \$100.00
Task Order Lead	\$165.45 - \$300.81	N/A	N/A	1/1/2022	12/31/2022	\$79.83	3.00%	\$56.65 - \$103.00
Exempt	\$170.41 - \$309.84	N/A	N/A	1/1/2023	12/31/2023	\$82.22	3.00%	\$58.35 - \$106.09
	\$175.52 - \$319.13	N/A	N/A	1/1/2024	12/31/2024	\$84.69	3.00%	\$60.10 - \$109.27
	\$180.79 - \$328.70	N/A	N/A	1/1/2025	12/31/2025	\$87.23	3.00%	\$61.90 - \$112.55
	\$186.21 - \$338.57	N/A	N/A	1/1/2026	12/31/2026	\$89.84	3.00%	\$63.76 - \$115.93
STAFF	\$160.63 - \$292.05	N/A	N/A	1/1/2021	12/31/2021	\$77.50		\$55.00 - \$100.00
Senior Engineer	\$165.45 - \$300.81	N/A	N/A	1/1/2022	12/31/2022	\$79.83	3.00%	\$56.65 - \$103.00
Exempt	\$170.41 - \$309.84	N/A	N/A	1/1/2023	12/31/2023	\$82.22	3.00%	\$58.35 - \$106.09
	\$175.52 - \$319.13	N/A	N/A	1/1/2024	12/31/2024	\$84.69	3.00%	\$60.10 - \$109.27
	\$180.79 - \$328.70	N/A	N/A	1/1/2025	12/31/2025	\$87.23	3.00%	\$61.90 - \$112.55
	\$186.21 - \$338.57	N/A	N/A	1/1/2026	12/31/2026	\$89.84	3.00%	\$63.76 - \$115.93

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS**

**Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee				= 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF	\$131.42 - \$189.83	N/A	N/A	1/1/2021	12/31/2021	\$55.00		\$45.00 - \$65.00
Associate Engineer	\$135.37 - \$195.53	N/A	N/A	1/1/2022	12/31/2022	\$56.65	3.00%	\$46.35 - \$66.95
Exempt	\$139.43 - \$201.39	N/A	N/A	1/1/2023	12/31/2023	\$58.35	3.00%	\$47.74 - \$68.96
	\$143.61 - \$207.44	N/A	N/A	1/1/2024	12/31/2024	\$60.10	3.00%	\$49.17 - \$71.03
	\$147.92 - \$213.66	N/A	N/A	1/1/2025	12/31/2025	\$61.90	3.00%	\$50.65 - \$73.16
	\$152.35 - \$220.07	N/A	N/A	1/1/2026	12/31/2026	\$63.76	3.00%	\$52.17 - \$75.35
STAFF	\$87.62 - \$146.03	N/A	N/A	1/1/2021	12/31/2021	\$40.00		\$30.00 - \$50.00
Assistant Engineer	\$90.24 - \$150.41	N/A	N/A	1/1/2022	12/31/2022	\$41.20	3.00%	\$30.90 - \$51.50
Exempt	\$92.95 - \$154.92	N/A	N/A	1/1/2023	12/31/2023	\$42.44	3.00%	\$31.83 - \$53.05
	\$95.74 - \$159.57	N/A	N/A	1/1/2024	12/31/2024	\$43.71	3.00%	\$32.78 - \$54.64
	\$98.61 - \$164.35	N/A	N/A	1/1/2025	12/31/2025	\$45.02	3.00%	\$33.77 - \$56.28
	\$101.57 - \$169.28	N/A	N/A	1/1/2026	12/31/2026	\$46.37	3.00%	\$34.78 - \$57.96
STAFF	\$146.03 - \$233.64	N/A	N/A	1/1/2021	12/31/2021	\$65.00		\$50.00 - \$80.00
Senior CAD	\$150.41 - \$240.65	N/A	N/A	1/1/2022	12/31/2022	\$66.95	3.00%	\$51.50 - \$82.40
Exempt	\$154.92 - \$247.87	N/A	N/A	1/1/2023	12/31/2023	\$68.96	3.00%	\$53.05 - \$84.87
	\$159.57 - \$255.30	N/A	N/A	1/1/2024	12/31/2024	\$71.03	3.00%	\$54.64 - \$87.42
	\$164.35 - \$262.96	N/A	N/A	1/1/2025	12/31/2025	\$73.16	3.00%	\$56.28 - \$90.04
	\$169.28 - \$270.85	N/A	N/A	1/1/2026	12/31/2026	\$75.35	3.00%	\$57.96 - \$92.74
STAFF	\$73.01 - \$146.03	N/A	N/A	1/1/2021	12/31/2021	\$37.50		\$25.00 - \$50.00
CAD Detailer/Engineering Technician	\$75.20 - \$150.41	N/A	N/A	1/1/2022	12/31/2022	\$38.63	3.00%	\$25.75 - \$51.50
Non-Exempt	\$77.46 - \$154.92	N/A	N/A	1/1/2023	12/31/2023	\$39.78	3.00%	\$26.52 - \$53.05
	\$79.78 - \$159.57	N/A	N/A	1/1/2024	12/31/2024	\$40.98	3.00%	\$27.32 - \$54.64
	\$82.18 - \$164.35	N/A	N/A	1/1/2025	12/31/2025	\$42.21	3.00%	\$28.14 - \$56.28
	\$84.64 - \$169.28	N/A	N/A	1/1/2026	12/31/2026	\$43.47	3.00%	\$28.98 - \$57.96

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

Retroactive and effective December 7, 2021 EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee				= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF	\$146.03 - \$233.64	N/A	N/A	1/1/2021	12/31/2021	\$65.00		\$50.00 - \$80.00
Right of Way Manager	\$150.41 - \$240.65	N/A	N/A	1/1/2022	12/31/2022	\$66.95	3.00%	\$51.50 - \$82.40
Exempt	\$154.92 - \$247.87	N/A	N/A	1/1/2023	12/31/2023	\$68.96	3.00%	\$53.05 - \$84.87
	\$159.57 - \$255.30	N/A	N/A	1/1/2024	12/31/2024	\$71.03	3.00%	\$54.64 - \$87.42
	\$164.35 - \$262.96	N/A	N/A	1/1/2025	12/31/2025	\$73.16	3.00%	\$56.28 - \$90.04
	\$169.28 - \$270.85	N/A	N/A	1/1/2026	12/31/2026	\$75.35	3.00%	\$57.96 - \$92.74
STAFF	\$131.42 - \$189.83	N/A	N/A	1/1/2021	12/31/2021	\$55.00		\$45.00 - \$65.00
Senior Right of Way Agent	\$135.37 - \$195.53	N/A	N/A	1/1/2022	12/31/2022	\$56.65	3.00%	\$46.35 - \$66.95
Exempt	\$139.43 - \$201.39	N/A	N/A	1/1/2023	12/31/2023	\$58.35	3.00%	\$47.74 - \$68.96
	\$143.61 - \$207.44	N/A	N/A	1/1/2024	12/31/2024	\$60.10	3.00%	\$49.17 - \$71.03
	\$147.92 - \$213.66	N/A	N/A	1/1/2025	12/31/2025	\$61.90	3.00%	\$50.65 - \$73.16
	\$152.35 - \$220.07	N/A	N/A	1/1/2026	12/31/2026	\$63.76	3.00%	\$52.17 - \$75.35
STAFF	\$87.62 - \$146.03	N/A	N/A	1/1/2021	12/31/2021	\$40.00		\$30.00 - \$50.00
Right of Way Agent	\$90.24 - \$150.41	N/A	N/A	1/1/2022	12/31/2022	\$41.20	3.00%	\$30.90 - \$51.50
Exempt	\$92.95 - \$154.92	N/A	N/A	1/1/2023	12/31/2023	\$42.44	3.00%	\$31.83 - \$53.05
	\$95.74 - \$159.57	N/A	N/A	1/1/2024	12/31/2024	\$43.71	3.00%	\$32.78 - \$54.64
	\$98.61 - \$164.35	N/A	N/A	1/1/2025	12/31/2025	\$45.02	3.00%	\$33.77 - \$56.28
	\$101.57 - \$169.28	N/A	N/A	1/1/2026	12/31/2026	\$46.37	3.00%	\$34.78 - \$57.96
STAFF	\$43.81 - \$87.62	N/A	N/A	1/1/2021	12/31/2021	\$22.50		\$15.00 - \$30.00
Right of Way Assistant	\$45.12 - \$90.24	N/A	N/A	1/1/2022	12/31/2022	\$23.18	3.00%	\$15.45 - \$30.90
Non-Exempt	\$46.48 - \$92.95	N/A	N/A	1/1/2023	12/31/2023	\$23.87	3.00%	\$15.91 - \$31.83
	\$47.87 - \$95.74	N/A	N/A	1/1/2024	12/31/2024	\$24.59	3.00%	\$16.39 - \$32.78
	\$49.31 - \$98.61	N/A	N/A	1/1/2025	12/31/2025	\$25.32	3.00%	\$16.88 - \$33.77
	\$50.78 - \$101.57	N/A	N/A	1/1/2026	12/31/2026	\$26.08	3.00%	\$17.39 - \$34.78

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee		=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF Environmental Manager Exempt	\$146.03 - \$233.64	N/A	N/A	1/1/2021	12/31/2021	\$65.00		\$50.00 - \$80.00
	\$150.41 - \$240.65	N/A	N/A	1/1/2022	12/31/2022	\$66.95	3.00%	\$51.50 - \$82.40
	\$154.92 - \$247.87	N/A	N/A	1/1/2023	12/31/2023	\$68.96	3.00%	\$53.05 - \$84.87
	\$159.57 - \$255.30	N/A	N/A	1/1/2024	12/31/2024	\$71.03	3.00%	\$54.64 - \$87.42
	\$164.35 - \$262.96	N/A	N/A	1/1/2025	12/31/2025	\$73.16	3.00%	\$56.28 - \$90.04
	\$169.28 - \$270.85	N/A	N/A	1/1/2026	12/31/2026	\$75.35	3.00%	\$57.96 - \$92.74
STAFF Senior Environmental Planner Exempt	\$131.42 - \$189.83	N/A	N/A	1/1/2021	12/31/2021	\$55.00		\$45.00 - \$65.00
	\$135.37 - \$195.53	N/A	N/A	1/1/2022	12/31/2022	\$56.65	3.00%	\$46.35 - \$66.95
	\$139.43 - \$201.39	N/A	N/A	1/1/2023	12/31/2023	\$58.35	3.00%	\$47.74 - \$68.96
	\$143.61 - \$207.44	N/A	N/A	1/1/2024	12/31/2024	\$60.10	3.00%	\$49.17 - \$71.03
	\$147.92 - \$213.66	N/A	N/A	1/1/2025	12/31/2025	\$61.90	3.00%	\$50.65 - \$73.16
	\$152.35 - \$220.07	N/A	N/A	1/1/2026	12/31/2026	\$63.76	3.00%	\$52.17 - \$75.35
STAFF Associate Environmental Planner Exempt	\$87.62 - \$146.03	N/A	N/A	1/1/2021	12/31/2021	\$40.00		\$30.00 - \$50.00
	\$90.24 - \$150.41	N/A	N/A	1/1/2022	12/31/2022	\$41.20	3.00%	\$30.90 - \$51.50
	\$92.95 - \$154.92	N/A	N/A	1/1/2023	12/31/2023	\$42.44	3.00%	\$31.83 - \$53.05
	\$95.74 - \$159.57	N/A	N/A	1/1/2024	12/31/2024	\$43.71	3.00%	\$32.78 - \$54.64
	\$98.61 - \$164.35	N/A	N/A	1/1/2025	12/31/2025	\$45.02	3.00%	\$33.77 - \$56.28
	\$101.57 - \$169.28	N/A	N/A	1/1/2026	12/31/2026	\$46.37	3.00%	\$34.78 - \$57.96
STAFF Environmental Planner Exempt	\$58.41 - \$116.82	N/A	N/A	1/1/2021	12/31/2021	\$30.00		\$20.00 - \$40.00
	\$60.16 - \$120.32	N/A	N/A	1/1/2022	12/31/2022	\$30.90	3.00%	\$20.60 - \$41.20
	\$61.97 - \$123.93	N/A	N/A	1/1/2023	12/31/2023	\$31.83	3.00%	\$21.22 - \$42.44
	\$63.83 - \$127.65	N/A	N/A	1/1/2024	12/31/2024	\$32.78	3.00%	\$21.85 - \$43.71
	\$65.74 - \$131.48	N/A	N/A	1/1/2025	12/31/2025	\$33.77	3.00%	\$22.51 - \$45.02
	\$67.71 - \$135.43	N/A	N/A	1/1/2026	12/31/2026	\$34.78	3.00%	\$23.19 - \$46.37

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

retroactive and effective December 7, 2021 EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant DOKKEN ENGINEERING

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806

Participation Amount \$ _____ Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.50%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			

NOTES:

1. 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.

2. The cost proposal format shall not be amended

3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

EXHIBIT 10-H2 COST PROPOSAL

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant DOKKEN ENGINEERING ☒ Prime Consultant ☒ Subconsultant
Project No. County of Monterey On-Call Engineering Services Contract No. RFQ #10783 Date 10-Aug-21

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Outside Reproduction			\$ -	Actual Cost
Permit Fees			\$ -	Actual Cost
Public Notice Advertisements			\$ -	Actual Cost
Postage for Public Advertisements			\$ -	Actual Cost
Record Search Fees/EDR Reports			\$ -	Actual Cost
Room and Equipment Rentals			\$ -	Actual Cost
Traffic Control			\$ -	Actual Cost
Utility Potholing			\$ -	Actual Cost
Title Reports/Appraisals/Appraisal Reviews			\$ -	Actual Cost

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

Retroactive and effective December 7, 2021**EXHIBIT 10-H2 COST PROPOSAL****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.

Prime Consultant or Subconsultant Certifying:Name: John A. KlemunesTitle *: PresidentSignature: Date of Certification (mm/dd/yyyy): 8/10/2021Email: jklemunes@dokkenengineering.comPhone Number: 916-858-0642Address: 110 Blue Ravine Road, Suite 200, Folsom, CA 95630

*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:

Professional Engineering, Right of Way and Environmental On-Call Services

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL
FOR CONTRACTORS AND SUBCONTRACTORS Retroactive and effective December 7, 2021

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant UNICO ENGINEERING INC Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. County of Monterey On-Call Civil Design

Contract No. _____

Participation Amount \$

Date 08/4/2021

For Combined Rate

Fringe Benefit % + General & Administrative %

=

132.01%

Fee

=

10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates			Effective Date of Hourly Rate From To		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight	OT (1.5x)	DT (2X)					
Rob Markes	\$204.17	\$204.17	\$204.17	01/01/2021	12/31/2021	\$80.00		
Survey Manager	\$210.29	\$210.29	\$210.29	01/01/2022	12/31/2022	\$82.40	3.0%	
	\$216.60	\$216.60	\$216.60	01/01/2023	12/31/2023	\$84.87	3.0%	
Exempt, Non Prevailing Wage	\$223.10	\$223.10	\$223.10	01/01/2024	12/31/2024	\$87.34	3.0%	
Ryan Thompsen	\$142.92	\$142.92	\$142.92	01/01/2021	12/31/2021	\$56.00		
Sr. Land Surveyor	\$147.21	\$147.21	\$147.21	01/01/2022	12/31/2022	\$57.68	3.0%	
	\$151.62	\$151.62	\$151.62	01/01/2023	12/31/2023	\$59.41	3.0%	
Non Exempt, Non-Prevailing Wage	\$156.17	\$156.17	\$156.17	01/01/2024	12/31/2024	\$61.14	3.0%	
Ryan Ming	\$137.81	\$137.81	\$137.81	01/01/2021	12/31/2021	\$54.00		
Sr. Land Surveyor	\$141.95	\$141.95	\$141.95	01/01/2022	12/31/2022	\$55.62	3.0%	
	\$146.21	\$146.21	\$146.21	01/01/2023	12/31/2023	\$57.29	3.0%	
Non Exempt, Non-Prevailing Wage	\$150.59	\$150.59	\$150.59	01/01/2024	12/31/2024	\$58.96	3.0%	
Tim Pringle	\$184.36	\$184.36	\$184.36	01/01/2021	12/31/2021	\$72.24		
Party Chief	\$189.90	\$189.90	\$189.90	01/01/2022	12/31/2022	\$74.41	3.0%	
	\$195.59	\$195.59	\$195.59	01/01/2023	12/31/2023	\$76.64	3.0%	
Non-Exempt, Prevailing Wage	\$201.46	\$201.46	\$201.46	01/01/2024	12/31/2024	\$78.87	3.0%	
Todd Jordan	\$179.85	\$179.85	\$179.85	01/01/2021	12/31/2021	\$70.47		
Party Chief	\$185.24	\$185.24	\$185.24	01/01/2022	12/31/2022	\$72.58	3.0%	
	\$190.80	\$190.80	\$190.80	01/01/2023	12/31/2023	\$74.76	3.0%	
Non-Exempt, Prevailing Wage	\$196.52	\$196.52	\$196.52	01/01/2024	12/31/2024	\$76.94	3.0%	
Tony Perez	\$191.54	\$191.54	\$191.54	01/01/2021	12/31/2021	\$75.05		
Party Chief	\$197.28	\$197.28	\$197.28	01/01/2022	12/31/2022	\$77.30	3.0%	
	\$203.20	\$203.20	\$203.20	01/01/2023	12/31/2023	\$79.62	3.0%	
Non-Exempt, Prevailing Wage	\$209.30	\$209.30	\$209.30	01/01/2024	12/31/2024	\$81.94	3.0%	
Tony Perez	\$176.86	\$176.86	\$176.86	01/01/2021	12/31/2021	\$69.30		
Rodman	\$182.17	\$182.17	\$182.17	01/01/2022	12/31/2022	\$71.38	3.0%	
	\$187.63	\$187.63	\$187.63	01/01/2023	12/31/2023	\$73.52	3.0%	
Non-Exempt, Prevailing Wage	\$193.26	\$193.26	\$193.26	01/01/2024	12/31/2024	\$75.66	3.0%	

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL

FOR CONTRACTORS AND SUBCONTRACTORS Retroactive and effective December 7, 2021

Todd Jordan	\$164.61	\$164.61	\$164.61	01/01/2021	12/31/2021	\$64.50		
Rodman	\$169.55	\$169.55	\$169.55	01/01/2022	12/31/2022	\$66.44	3.0%	
	\$174.64	\$174.64	\$174.64	01/01/2023	12/31/2023	\$68.43	3.0%	
Non Exempt, Prevailing Wage	\$179.87	\$179.87	\$179.87	01/01/2024	12/31/2024	\$70.42	3.0%	
Party Chief	\$184.36	\$184.36	\$184.36	01/01/2021	12/31/2021	\$72.24		\$62.00-\$80.00
	\$189.90	\$189.90	\$189.90	01/01/2022	12/31/2022	\$74.41	3.0%	
	\$195.59	\$195.59	\$195.59	01/01/2023	12/31/2023	\$76.64	3.0%	
Non-Exempt, Prevailing Wage	\$201.46	\$201.46	\$201.46	01/01/2024	12/31/2024	\$78.87	3.0%	
Rodman	\$170.84	\$170.84	\$170.84	01/01/2021	12/31/2021	\$66.94		\$62.00-\$80.00
	\$175.96	\$175.96	\$175.96	01/01/2022	12/31/2022	\$68.95	3.0%	
	\$181.24	\$181.24	\$181.24	01/01/2023	12/31/2023	\$71.02	3.0%	
Non-Exempt, Prevailing Wage	\$186.68	\$186.68	\$186.68	01/01/2024	12/31/2024	\$73.09	3.0%	
Todd Jordan	\$91.88	\$91.88	\$91.88	01/01/2021	12/31/2021	\$36.00		
Drafter/Survey Technician	\$94.63	\$94.63	\$94.63	01/01/2022	12/31/2022	\$37.08	3.0%	
	\$97.47	\$97.47	\$97.47	01/01/2023	12/31/2023	\$38.19	3.0%	
	\$100.40	\$100.40	\$100.40	01/01/2024	12/31/2024	\$39.30	3.0%	
Ryan A. Ming	\$56.15	\$56.15	\$56.15	01/01/2021	12/31/2021	\$22.00		
Survey Technician	\$57.83	\$57.83	\$57.83	01/01/2022	12/31/2022	\$22.66	3.0%	
	\$59.57	\$59.57	\$59.57	01/01/2023	12/31/2023	\$23.34	3.0%	
	\$61.35	\$61.35	\$61.35	01/01/2024	12/31/2024	\$24.02	3.0%	
Survey Technician	\$45.94	\$45.94	\$45.94	01/01/2021	12/31/2021	\$18.00		\$18.00-\$40.00
	\$47.32	\$47.32	\$47.32	01/01/2022	12/31/2022	\$18.54	3.0%	
	\$48.74	\$48.74	\$48.74	01/01/2023	12/31/2023	\$19.10	3.0%	
	\$50.20	\$50.20	\$50.20	01/01/2024	12/31/2024	\$19.65	3.0%	

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL
FOR CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant UNICO Engineering, INC ☐ Prime Consultant ☒ Subconsultant

Project No. _____

Contract No. _____

8/4/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem Travel - Lodging	TBD	Per Day	\$166	
Per Diem Travel - Meals	TBD	Per day	\$76	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle				\$
Subconsultant 1:				
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL
FOR CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

Certification of Direct Costs:

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

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:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [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.

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca

Title *: President

Signature: 

Date of Certification (mm/dd/yyyy): 08/4/2021

Email: cesar@unicoengineering.com

Phone Number: 916-900-6623

Address: 110 Blue Ravine Rd. Ste 101, Folsom, CA 95630

* 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

List services the consultant is providing under the proposed contract:

Land Surveying

January 2018

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS****EXHIBIT 10-H2
Cost Proposal****Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL**

Page 1 of 9

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantProject No. TBD Contract No. TBD Participation Amount \$ TBD Date 08/03/21

For Combined Rate	41.00%	141.95%		182.95%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%

OR

For Home Office Rate	Fringe Benefit %	+	General & Administrative %	= Home Office ICR%
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	= Field Office ICR%

	Fee	=	10.00%
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Frank Borges, PLS* – Senior Land Surveyor	\$224.10			1/1/2021	12/31/2021	\$72.00		Not Applicable
	\$230.82			1/1/2022	12/31/2022	\$74.16	3.00%	
	\$237.74			1/1/2023	12/31/2023	\$76.38	3.00%	
	\$244.88			1/1/2024	12/31/2024	\$78.68	3.00%	
	\$252.22			1/1/2025	12/31/2025	\$81.04	3.00%	
Lorraine Amenda* – Geomatics Specialist	\$192.97			1/1/2021	12/31/2021	\$62.00		Not Applicable
	\$198.76			1/1/2022	12/31/2022	\$63.86	3.00%	
	\$204.72			1/1/2023	12/31/2023	\$65.78	3.00%	
	\$210.87			1/1/2024	12/31/2024	\$67.75	3.00%	
	\$217.19			1/1/2025	12/31/2025	\$69.78	3.00%	
Matt Vielbaum, PLS* – Licensed Party Chief**	\$157.71	\$236.56	\$315.42	1/1/2021	12/31/2021	\$50.67		Not Applicable
	\$162.44	\$243.66	\$324.88	1/1/2022	12/31/2022	\$52.19	3.00%	
	\$167.31	\$250.97	\$334.62	1/1/2023	12/31/2023	\$53.76	3.00%	
	\$172.33	\$258.50	\$344.66	1/1/2024	12/31/2024	\$55.37	3.00%	
	\$177.50	\$266.25	\$355.00	1/1/2025	12/31/2025	\$57.03	3.00%	
Staff – Principal Land Surveyor	\$244.33			1/1/2021	12/31/2021	\$78.50		Not Applicable
	\$251.66			1/1/2022	12/31/2022	\$80.86	3.00%	
	\$259.21			1/1/2023	12/31/2023	\$83.28	3.00%	
	\$266.98			1/1/2024	12/31/2024	\$85.78	3.00%	
	\$274.99			1/1/2025	12/31/2025	\$88.35	3.00%	

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS****EXHIBIT 10-H2
Cost Proposal****Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL**

Page 2 of 9

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantProject No. TBD Contract No. TBD Participation Amount \$ TBD Date 08/03/21

For Combined Rate	41.00%	141.95%		182.95%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%

OR

For Home Office Rate	Fringe Benefit %	+	General & Administrative %	= Home Office ICR%
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	= Field Office ICR%

Fee = 10.00%									
Staff	– Senior Land Surveyor	\$216.32			1/1/2021	12/31/2021	\$69.50		Not Applicable
		\$222.80			1/1/2022	12/31/2022	\$71.59	3.00%	
		\$229.49			1/1/2023	12/31/2023	\$73.73	3.00%	
		\$236.37			1/1/2024	12/31/2024	\$75.94	3.00%	
		\$243.46			1/1/2025	12/31/2025	\$78.22	3.00%	
Staff	– Project Surveyor	\$168.07			1/1/2021	12/31/2021	\$54.00		Not Applicable
		\$173.11			1/1/2022	12/31/2022	\$55.62	3.00%	
		\$178.31			1/1/2023	12/31/2023	\$57.29	3.00%	
		\$183.66			1/1/2024	12/31/2024	\$59.01	3.00%	
		\$189.17			1/1/2025	12/31/2025	\$60.78	3.00%	
Staff	– Associate Surveyor	\$136.95	\$205.42	\$273.90	1/1/2021	12/31/2021	\$44.00		Not Applicable
		\$141.06	\$211.58	\$282.11	1/1/2022	12/31/2022	\$45.32	3.00%	
		\$145.29	\$217.93	\$290.58	1/1/2023	12/31/2023	\$46.68	3.00%	
		\$149.65	\$224.47	\$299.29	1/1/2024	12/31/2024	\$48.08	3.00%	
		\$154.14	\$231.20	\$308.27	1/1/2025	12/31/2025	\$49.52	3.00%	
Staff	– Survey Office Tech	\$114.38	\$171.57	\$228.77	1/1/2021	12/31/2021	\$36.75		Not Applicable
		\$117.81	\$176.72	\$235.63	1/1/2022	12/31/2022	\$37.85	3.00%	
		\$121.35	\$182.02	\$242.70	1/1/2023	12/31/2023	\$38.99	3.00%	
		\$124.99	\$187.48	\$249.98	1/1/2024	12/31/2024	\$40.16	3.00%	
		\$128.74	\$193.11	\$257.48	1/1/2025	12/31/2025	\$41.36	3.00%	

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS****EXHIBIT 10-H2
Cost Proposal****Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL**

Page 3 of 9

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantProject No. TBD Contract No. TBD Participation Amount \$ TBD Date 08/03/21

For Combined Rate	41.00%	141.95%		182.95%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%

OR

For Home Office Rate	Fringe Benefit %	+	General & Administrative %	= Home Office ICR%
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	= Field Office ICR%

						Fee =		10.00%
Staff	– Survey CADD Tech	\$75.48	\$113.22	\$150.95	1/1/2021	12/31/2021	\$24.25	
		\$77.74	\$116.61	\$155.48	1/1/2022	12/31/2022	\$24.98	3.00%
		\$80.07	\$120.11	\$160.15	1/1/2023	12/31/2023	\$25.73	3.00%
		\$82.48	\$123.71	\$164.95	1/1/2024	12/31/2024	\$26.50	3.00%
		\$84.95	\$127.42	\$169.90	1/1/2025	12/31/2025	\$27.29	3.00%
Staff	– Project Coordinator	\$97.02	\$145.52	\$194.03	1/1/2021	12/31/2021	\$31.17	
		\$99.93	\$149.89	\$199.85	1/1/2022	12/31/2022	\$32.11	3.00%
		\$102.92	\$154.38	\$205.85	1/1/2023	12/31/2023	\$33.07	3.00%
		\$106.01	\$159.02	\$212.02	1/1/2024	12/31/2024	\$34.06	3.00%
		\$109.19	\$163.79	\$218.38	1/1/2025	12/31/2025	\$35.08	3.00%
Local 3 Union**	– Licensed Party Chief**	\$157.71	\$236.56	\$315.42	1/1/2021	12/31/2021	\$50.67	
		\$162.44	\$243.66	\$324.88	1/1/2022	12/31/2022	\$52.19	3.00%
		\$167.31	\$250.97	\$334.62	1/1/2023	12/31/2023	\$53.76	3.00%
		\$172.33	\$258.50	\$344.66	1/1/2024	12/31/2024	\$55.37	3.00%
		\$177.50	\$266.25	\$355.00	1/1/2025	12/31/2025	\$57.03	3.00%
Local 3 Union**	– Certified Party Chief**	\$157.71	\$236.56	\$315.42	1/1/2021	12/31/2021	\$50.67	
		\$162.44	\$243.66	\$324.88	1/1/2022	12/31/2022	\$52.19	3.00%
		\$167.31	\$250.97	\$334.62	1/1/2023	12/31/2023	\$53.76	3.00%
		\$172.33	\$258.50	\$344.66	1/1/2024	12/31/2024	\$55.37	3.00%
		\$177.50	\$266.25	\$355.00	1/1/2025	12/31/2025	\$57.03	3.00%

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS**

**EXHIBIT 10-H2
Cost Proposal**

**Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL**

Page 4 of 9

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount \$ TBD Date 08/03/21

For Combined Rate	41.00%	141.95%	182.95%
	Fringe Benefit %	+ General & Administrative %	= Combined ICR%

OR

For Home Office Rate	Fringe Benefit %	+ General & Administrative %	= Home Office ICR%
For Field Office Rate	Fringe Benefit %	+ General & Administrative %	= Field Office ICR%

						Fee =		10.00%
Local 3 Union**	- Party Chief**	\$154.47	\$231.71	\$308.94	1/1/2021	12/31/2021	\$49.63	Not Applicable
		\$159.11	\$238.66	\$318.21	1/1/2022	12/31/2022	\$51.12	
		\$163.88	\$245.82	\$327.76	1/1/2023	12/31/2023	\$52.65	
		\$168.79	\$253.19	\$337.59	1/1/2024	12/31/2024	\$54.23	
		\$173.86	\$260.79	\$347.72	1/1/2025	12/31/2025	\$55.86	
Local 3 Union**	- Instrument Person**	\$144.85	\$217.28	\$289.71	1/1/2021	12/31/2021	\$46.54	Not Applicable
		\$149.20	\$223.80	\$298.40	1/1/2022	12/31/2022	\$47.94	
		\$153.67	\$230.51	\$307.35	1/1/2023	12/31/2023	\$49.37	
		\$158.29	\$237.43	\$316.57	1/1/2024	12/31/2024	\$50.86	
		\$163.03	\$244.55	\$326.07	1/1/2025	12/31/2025	\$52.38	
Local 3 Union**	- Chain Person**	\$135.89	\$203.83	\$271.78	1/1/2021	12/31/2021	\$43.66	Not Applicable
		\$139.97	\$209.95	\$279.93	1/1/2022	12/31/2022	\$44.97	
		\$144.17	\$216.25	\$288.33	1/1/2023	12/31/2023	\$46.32	
		\$148.49	\$222.74	\$296.98	1/1/2024	12/31/2024	\$47.71	
		\$152.94	\$229.42	\$305.89	1/1/2025	12/31/2025	\$49.14	
Local 3 Union**	- Apprentice**	\$122.29	\$183.43	\$244.58	1/1/2021	12/31/2021	\$39.29	Not Applicable
		\$125.96	\$188.94	\$251.91	1/1/2022	12/31/2022	\$40.47	
		\$129.74	\$194.60	\$259.47	1/1/2023	12/31/2023	\$41.68	
		\$133.63	\$200.44	\$267.26	1/1/2024	12/31/2024	\$42.93	
		\$137.64	\$206.45	\$275.27	1/1/2025	12/31/2025	\$44.22	

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS****EXHIBIT 10-H2
Cost Proposal****Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL**

Page 5 of 9

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount \$ TBD Date 08/03/21

For Combined Rate	41.00%	141.95%	182.95%
	Fringe Benefit %	+ General & Administrative %	= Combined ICR%

OR

For Home Office Rate	Fringe Benefit %	+ General & Administrative %	= Home Office ICR%
For Field Office Rate	Fringe Benefit %	+ General & Administrative %	= Field Office ICR%

Fee	=	10.00%
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(Add pages as necessary)

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Towill, Inc. ☐ Prime Consultant ☒ Subconsultant
 Project No. TBD Contract No. TBD Date 08/03/21

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quant	Unit	Unit Cost	Total
Mileage Costs		Mile	\$0.58	\$ -
High Definition Scanner		Day	\$650.00	\$ -
Survey Documents, Maps and Deeds		Document	\$5.00	\$ -
Traffic Control		Day	\$2,500.00	\$ -
Caltrans Encroachment Permit		ea	\$491.00	\$ -
				\$ -
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by a log.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

**EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021****EXHIBIT 10-H2
Cost Proposal**

Page 4 of 4


EXHIBIT 10-H2 COST PROPOSAL**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:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 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.

Prime Consultant or Subconsultant Certifying:

Name: Aaron Badavinac Title *: Chief Financial Officer
Signature:  Date of Certification (mm/dd/yyyy): 08/03/21
Email: aaron.badavinac@towill.com Phone Number: (925) 682-6976 x1001
Address: 2300 Clayton Road, Suite 1200, Concord, CA 94520

* 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:

Land Surveying

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS Retroactive and effective December 7, 2021

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering, Inc.

Role: Subconsultant

(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)

Project No.: PR 21-118

Contract No.: _____

Participation Amount: _____ Date: 8/3/2021

Project Name: Monterey County On-Call Services

For Combined Rate	Fringe Benefit % 80.46	+	General & Administrative 103.93%	=	184.62 Combined ICR%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administrative %	=	<u>Home Off ICR%</u>
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	=	<u>Field Off ICR%</u>
Fee Rate				=	10.00 Fee %

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Principal Engineer	\$285.03	N/A	N/A	1/1/2021	12/31/2021	\$91.04	0.00%	N/A
Elizabeth Mitchell	\$296.43	N/A	N/A	1/1/2022	12/31/2022	\$94.68	4.00%	N/A
Jim Walker	\$308.29	N/A	N/A	1/1/2023	12/31/2023	\$98.47	4.00%	N/A
	\$320.62	N/A	N/A	1/1/2024	12/31/2024	\$102.41	4.00%	N/A
	\$333.44	N/A	N/A	1/1/2025	12/31/2025	\$106.50	4.00%	N/A
	\$346.78	N/A	N/A	1/1/2026	12/31/2026	\$110.76	4.00%	N/A
Associate Geotechnical Engineer	\$206.82	N/A	N/A	1/1/2021	12/31/2021	\$66.06	0.00%	N/A
Matt Maciel	\$215.09	N/A	N/A	1/1/2022	12/31/2022	\$68.70	4.00%	N/A
Chris Johnson	\$223.70	N/A	N/A	1/1/2023	12/31/2023	\$71.45	4.00%	N/A
	\$232.65	N/A	N/A	1/1/2024	12/31/2024	\$74.31	4.00%	N/A
	\$241.95	N/A	N/A	1/1/2025	12/31/2025	\$77.28	4.00%	N/A
	\$251.63	N/A	N/A	1/1/2026	12/31/2026	\$80.37	4.00%	N/A

January 2020
Page 1 of 4

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**EXHIBIT 10-H2
Cost Proposal**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only		
	Straight ³	OT(1.5x)	OT(2x)	From	To					
Staff Engineer/Geologist	\$126.64	N/A	N/A	1/1/2021	12/31/2021	\$40.45	0.00%	N/A		
Cara Al-Lami	\$131.71	N/A	N/A	1/1/2022	12/31/2022	\$42.07	4.00%	N/A		
Andrew Barnes	\$136.98	N/A	N/A	1/1/2023	12/31/2023	\$43.75	4.00%	N/A		
	\$142.45	N/A	N/A	1/1/2024	12/31/2024	\$45.50	4.00%	N/A		
	\$148.15	N/A	N/A	1/1/2025	12/31/2025	\$47.32	4.00%	N/A		
	\$154.08	N/A	N/A	1/1/2026	12/31/2026	\$49.21	4.00%	N/A		
Clerical/Drafting	\$127.83	N/A	N/A	1/1/2021	12/31/2021	\$40.83	0.00%	N/A		
Jennifer Olds	\$132.94	N/A	N/A	1/1/2022	12/31/2022	\$42.46	4.00%	N/A		
	\$138.26	N/A	N/A	1/1/2023	12/31/2023	\$44.16	4.00%	N/A		
	\$143.79	N/A	N/A	1/1/2024	12/31/2024	\$45.93	4.00%	N/A		
	\$149.54	N/A	N/A	1/1/2025	12/31/2025	\$47.77	4.00%	N/A		
	\$155.53	N/A	N/A	1/1/2026	12/31/2026	\$49.68	4.00%	N/A		
Laboratory Technician	\$78.27	\$117.41	\$156.54	1/1/2021	12/31/2021	\$25.00	0.00%	\$ 22.50	-	\$ 27.50
	\$81.40	\$122.10	\$162.80	1/1/2022	12/31/2022	\$26.00	4.00%	\$ 23.40	-	\$ 28.60
	\$84.66	\$126.99	\$169.31	1/1/2023	12/31/2023	\$27.04	4.00%	\$ 24.34	-	\$ 29.74
	\$88.04	\$132.07	\$176.09	1/1/2024	12/31/2024	\$28.12	4.00%	\$ 25.31	-	\$ 30.93
	\$91.57	\$137.35	\$183.13	1/1/2025	12/31/2025	\$29.25	4.00%	\$ 26.32	-	\$ 32.17
	\$95.23	\$142.84	\$190.46	1/1/2026	12/31/2026	\$30.42	4.00%	\$ 27.37	-	\$ 33.46
Field Technician	\$192.14	\$288.21	\$384.28	1/1/2021	12/31/2021	\$61.37	0.00%	\$ 51.41	-	\$ 67.81
Prevailing Wage*	\$199.82	\$299.74	\$399.65	1/1/2022	12/31/2022	\$63.82	4.00%	\$ 53.47	-	\$ 70.52
	\$207.82	\$311.73	\$415.63	1/1/2023	12/31/2023	\$66.38	4.00%	\$ 55.61	-	\$ 73.34
	\$216.13	\$324.19	\$432.26	1/1/2024	12/31/2024	\$69.03	4.00%	\$ 57.83	-	\$ 76.28
	\$224.77	\$337.16	\$449.55	1/1/2025	12/31/2025	\$71.79	4.00%	\$ 60.14	-	\$ 79.33
	\$233.77	\$350.65	\$467.53	1/1/2026	12/31/2026	\$74.67	4.00%	\$ 62.55	-	\$ 82.50
Field Technican	\$106.79	\$160.19	\$213.58	1/1/2021	12/31/2021	\$34.11	0.00%	\$ 22.50	-	\$ 36.40
Non-Prevailing Wage	\$111.06	\$166.60	\$222.13	1/1/2022	12/31/2022	\$35.47	4.00%	\$ 23.40	-	\$ 37.86
	\$115.51	\$173.26	\$231.01	1/1/2023	12/31/2023	\$36.89	4.00%	\$ 24.34	-	\$ 39.37
	\$120.13	\$180.19	\$240.25	1/1/2024	12/31/2024	\$38.37	4.00%	\$ 25.31	-	\$ 40.95
	\$124.93	\$187.40	\$249.86	1/1/2025	12/31/2025	\$39.90	4.00%	\$ 26.32	-	\$ 42.58
	\$129.93	\$194.89	\$259.86	1/1/2026	12/31/2026	\$41.50	4.00%	\$ 27.37	-	\$ 44.29

NOTES:

1. 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 Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**EXHIBIT 10-H2
Cost Proposal**

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Pacific Crest Engineering, Inc.

Role: Subconsultant

(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)

Project No.: PR 21-118

Contract No.: _____

Date: 8/3/2021

Project Name: Monterey County On-Call Services

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)					
Description of Item		Quantity	Unit	Unit Cost	Total
Company Vehicle Mileage Costs		TBD	mile	IRS Rate	
Drilling Equipment		TBD	hour	At Cost	
Laboratory Analysis		TBD	per test	Per PCEI Standard Fee Schedule	
Lab/Geology Subconsultants		TBD	each	At Cost	
Permit Fees		TBD	each	At Cost	
Utility Location Vendor		TBD	lump sum	At Cost	

\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling,, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If Mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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.

Prime Consultant or Subconsultant Certifying:

Name: Elizabeth Mitchell

Title*: President/Principal Engineer

Signature: *Elizabeth M. Mitchell*

Date of Certification (8/3/2021):

Email: elizabeth@pacengineering.net

Phone Number: 831-722-9446

Address: 444 Airport Blvd, Suite 106, Watsonville, CA 95076

* 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:

Geotechnical Engineering, Materials Testing, Special Inspections

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS Retroactive and effective December 7, 2021

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering, Inc.

Role: Subconsultant

(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)

Project No.: PR 21-118

Contract No.: _____

Participation Amount: _____

Date: 8/3/2021

Project Name: Monterey County On-Call Services

For Combined Rate	Fringe Benefit % 80.46	+	General & Administrative 103.93%	=	184.62 Combined ICR%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administrative %	=	<u>Home Off ICR%</u>
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	=	<u>Field Off ICR%</u>
Fee Rate				=	10.00 Fee %

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Principal Engineer	\$285.03	N/A	N/A	1/1/2021	12/31/2021	\$91.04	0.00%	N/A
Elizabeth Mitchell	\$296.43	N/A	N/A	1/1/2022	12/31/2022	\$94.68	4.00%	N/A
Jim Walker	\$308.29	N/A	N/A	1/1/2023	12/31/2023	\$98.47	4.00%	N/A
	\$320.62	N/A	N/A	1/1/2024	12/31/2024	\$102.41	4.00%	N/A
	\$333.44	N/A	N/A	1/1/2025	12/31/2025	\$106.50	4.00%	N/A
	\$346.78	N/A	N/A	1/1/2026	12/31/2026	\$110.76	4.00%	N/A
Associate Geotechnical Engineer	\$206.82	N/A	N/A	1/1/2021	12/31/2021	\$66.06	0.00%	N/A
Matt Maciel	\$215.09	N/A	N/A	1/1/2022	12/31/2022	\$68.70	4.00%	N/A
Chris Johnson	\$223.70	N/A	N/A	1/1/2023	12/31/2023	\$71.45	4.00%	N/A
	\$232.65	N/A	N/A	1/1/2024	12/31/2024	\$74.31	4.00%	N/A
	\$241.95	N/A	N/A	1/1/2025	12/31/2025	\$77.28	4.00%	N/A
	\$251.63	N/A	N/A	1/1/2026	12/31/2026	\$80.37	4.00%	N/A

January 2020
Page 1 of 4

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**EXHIBIT 10-H2
Cost Proposal**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
Staff Engineer/Geologist	\$126.64	N/A	N/A	1/1/2021	12/31/2021	\$40.45	0.00%	N/A	
Cara Al-Lami	\$131.71	N/A	N/A	1/1/2022	12/31/2022	\$42.07	4.00%	N/A	
Andrew Barnes	\$136.98	N/A	N/A	1/1/2023	12/31/2023	\$43.75	4.00%	N/A	
	\$142.45	N/A	N/A	1/1/2024	12/31/2024	\$45.50	4.00%	N/A	
	\$148.15	N/A	N/A	1/1/2025	12/31/2025	\$47.32	4.00%	N/A	
	\$154.08	N/A	N/A	1/1/2026	12/31/2026	\$49.21	4.00%	N/A	
Clerical/Drafting	\$127.83	N/A	N/A	1/1/2021	12/31/2021	\$40.83	0.00%	N/A	
Jennifer Olds	\$132.94	N/A	N/A	1/1/2022	12/31/2022	\$42.46	4.00%	N/A	
	\$138.26	N/A	N/A	1/1/2023	12/31/2023	\$44.16	4.00%	N/A	
	\$143.79	N/A	N/A	1/1/2024	12/31/2024	\$45.93	4.00%	N/A	
	\$149.54	N/A	N/A	1/1/2025	12/31/2025	\$47.77	4.00%	N/A	
	\$155.53	N/A	N/A	1/1/2026	12/31/2026	\$49.68	4.00%	N/A	
Laboratory Technician	\$78.27	\$117.41	\$156.54	1/1/2021	12/31/2021	\$25.00	0.00%	\$ 22.50	- \$ 27.50
	\$81.40	\$122.10	\$162.80	1/1/2022	12/31/2022	\$26.00	4.00%	\$ 23.40	- \$ 28.60
	\$84.66	\$126.99	\$169.31	1/1/2023	12/31/2023	\$27.04	4.00%	\$ 24.34	- \$ 29.74
	\$88.04	\$132.07	\$176.09	1/1/2024	12/31/2024	\$28.12	4.00%	\$ 25.31	- \$ 30.93
	\$91.57	\$137.35	\$183.13	1/1/2025	12/31/2025	\$29.25	4.00%	\$ 26.32	- \$ 32.17
	\$95.23	\$142.84	\$190.46	1/1/2026	12/31/2026	\$30.42	4.00%	\$ 27.37	- \$ 33.46
Field Technician	\$192.14	\$288.21	\$384.28	1/1/2021	12/31/2021	\$61.37	0.00%	\$ 51.41	- \$ 67.81
Prevailing Wage*	\$199.82	\$299.74	\$399.65	1/1/2022	12/31/2022	\$63.82	4.00%	\$ 53.47	- \$ 70.52
	\$207.82	\$311.73	\$415.63	1/1/2023	12/31/2023	\$66.38	4.00%	\$ 55.61	- \$ 73.34
	\$216.13	\$324.19	\$432.26	1/1/2024	12/31/2024	\$69.03	4.00%	\$ 57.83	- \$ 76.28
	\$224.77	\$337.16	\$449.55	1/1/2025	12/31/2025	\$71.79	4.00%	\$ 60.14	- \$ 79.33
	\$233.77	\$350.65	\$467.53	1/1/2026	12/31/2026	\$74.67	4.00%	\$ 62.55	- \$ 82.50
Field Technician	\$106.79	\$160.19	\$213.58	1/1/2021	12/31/2021	\$34.11	0.00%	\$ 22.50	- \$ 36.40
Non-Prevailing Wage	\$111.06	\$166.60	\$222.13	1/1/2022	12/31/2022	\$35.47	4.00%	\$ 23.40	- \$ 37.86
	\$115.51	\$173.26	\$231.01	1/1/2023	12/31/2023	\$36.89	4.00%	\$ 24.34	- \$ 39.37
	\$120.13	\$180.19	\$240.25	1/1/2024	12/31/2024	\$38.37	4.00%	\$ 25.31	- \$ 40.95
	\$124.93	\$187.40	\$249.86	1/1/2025	12/31/2025	\$39.90	4.00%	\$ 26.32	- \$ 42.58
	\$129.93	\$194.89	\$259.86	1/1/2026	12/31/2026	\$41.50	4.00%	\$ 27.37	- \$ 44.29

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 Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**EXHIBIT 10-H2
Cost Proposal**EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant: Pacific Crest Engineering, Inc.Role: Subconsultant

(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)

Project No.: PR 21-118

Contract No.: _____

Date: 8/3/2021Project Name: Monterey County On-Call Services

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)					
Description of Item		Quantity	Unit	Unit Cost	Total
Company Vehicle Mileage Costs		TBD	mile	IRS Rate	
Drilling Equipment		TBD	hour	At Cost	
Laboratory Analysis		TBD	per test	Per PCEI Standard Fee Schedule	
Lab/Geology Subconsultants		TBD	each	At Cost	
Permit Fees		TBD	each	At Cost	
Utility Location Vendor		TBD	lump sum	At Cost	

\$

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If Mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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.

Prime Consultant or Subconsultant Certifying:

Name: Elizabeth Mitchell

Title*: President/Principal Engineer

Signature: *Elizabeth M. Mitchell*

Date of Certification (8/3/2021):

Email: elizabeth@pacengineering.net

Phone Number: 831-722-9446

Address: 444 Airport Blvd, Suite 106, Watsonville, CA 95076

* 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:

Geotechnical Engineering, Materials Testing, Special Inspections

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS

Exhibit 10-H2
Cost Proposal

Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant

Hexagon Transportation Consultants, Inc.

Project No.

County of Monterey On-Call Engineering Services

Contract No.

RFQ #10806

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Participation Amount \$Date

22-Dec-22

For Combined Rate	Fringe Benefit % + General & Administrative %	=	162.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	162.00%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	162.00%	Field Office ICR%
Fee		=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Principal Exempt	\$242.09	N/A	N/A	1/1/2021	12/31/2021	\$84.00		Not Applicable
	\$249.35	N/A	N/A	1/1/2022	12/31/2022	\$86.52	3.00%	
	\$256.83	N/A	N/A	1/1/2023	12/31/2023	\$89.12	3.00%	
	\$264.54	N/A	N/A	1/1/2024	12/31/2024	\$91.79	3.00%	
STAFF Senior Associate Exempt	\$190.38 - \$208.46	N/A	N/A	1/1/2021	12/31/2021	\$69.20		\$66.06 - \$72.33
	\$196.10 - \$214.71	N/A	N/A	1/1/2022	12/31/2022	\$71.27	3.00%	\$68.04 - \$74.50
	\$201.98 - \$221.15	N/A	N/A	1/1/2023	12/31/2023	\$73.41	3.00%	\$70.08 - \$76.73
	\$208.04 - \$227.78	N/A	N/A	1/1/2024	12/31/2024	\$75.61	3.00%	\$72.19 - \$79.04
STAFF Associate Exempt	\$140.56 - \$185.89	N/A	N/A	1/1/2021	12/31/2021	\$56.64		\$48.77 - \$64.50
	\$144.77 - \$191.47	N/A	N/A	1/1/2022	12/31/2022	\$58.33	3.00%	\$50.23 - \$66.44
	\$149.11 - \$197.21	N/A	N/A	1/1/2023	12/31/2023	\$60.08	3.00%	\$51.74 - \$68.43
	\$153.59 - \$203.13	N/A	N/A	1/1/2024	12/31/2024	\$61.89	3.00%	\$53.29 - \$70.48
STAFF Engineer Exempt	\$95.11 - \$128.25	N/A	N/A	1/1/2021	12/31/2021	\$38.75		\$33.00 - \$44.50
	\$97.96 - \$132.10	N/A	N/A	1/1/2022	12/31/2022	\$39.91	3.00%	\$33.99 - \$45.84
	\$100.90 - \$136.06	N/A	N/A	1/1/2023	12/31/2023	\$41.11	3.00%	\$35.01 - \$47.21
	\$103.92 - \$140.14	N/A	N/A	1/1/2024	12/31/2024	\$42.34	3.00%	\$36.06 - \$48.63
STAFF Administrative Exempt	\$80.70 - \$150.87	N/A	N/A	1/1/2021	12/31/2021	\$40.18		\$28.00 - \$52.35
	\$83.12 - \$155.40	N/A	N/A	1/1/2022	12/31/2022	\$41.38	3.00%	\$28.84 - \$53.92
	\$85.61 - \$160.06	N/A	N/A	1/1/2023	12/31/2023	\$42.62	3.00%	\$29.71 - \$55.54
	\$88.18 - \$164.86	N/A	N/A	1/1/2024	12/31/2024	\$43.90	3.00%	\$30.60 - \$57.20

BIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS

Exhibit 10-H2
Cost Proposal

Retroactive and effective December 7, 2021
EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant

Hexagon Transportation Consultants, Inc.

Project No.

County of Monterey On-Call Engineering Services

Contract No.

RFQ #10806

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Participation Amount \$Date

22-Dec-22

For Combined Rate	Fringe Benefit % + General & Administrative %	=	162.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	162.00%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	162.00%	Field Office ICR%
Fee		=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			

- NOTES:
- 1. 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.
 - 2. The cost proposal format shall not be amended
 - 3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement
 - 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS****Retroactive and effective December 7, 2021****EXHIBIT 10-H2 COST PROPOSAL****EXHIBIT 10-H2 COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Hexagon Transportation Consultants, Inc.☐ Prime Consultant☒ SubconsultantProject No. County of Monterey On-Call Bridge Design ServicesContract No. RFQ #10783Date 22-Dec-22**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs		mile	IRS Rate	
Equipment Rental and Supplies			\$ -	
Permit Fees			\$ -	
Plan Sheets			\$ -	Actual Cost
Test			\$ -	
Vehicle			\$ -	
Traffic Counts - \$175 per 2 hour count			\$ -	
			\$ -	

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**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.

Prime Consultant or Subconsultant Certifying:

Name: Brett Walinski Title *: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022

Email: bwalinski@hextrans.com Phone Number: (408) 971-6100

Address: 100 Century Center Court, Suite 501, San Jose, CA 95112

*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:

Traffic and Transportation Engineering

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**Exhibit 10-H2
Cost Proposal**

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Geocon Consultants, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No. Monterey County On-Call Civil Engineering Services for Trans Contract No. _____

Participation Amount \$ _____

Date 4-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	173.31%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
*Zorne, Rodacker Principal Engineer/Geologist Exempt	\$195.42 \$201.28 \$207.32 \$213.54 \$219.94	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	1/1/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	12/31/2021 12/31/2022 12/31/2023 12/31/2024 12/31/2025	\$65.00 \$66.95 \$68.96 \$71.03 \$73.16	 3.00% 3.00% 3.00% 3.00%	Not Applicable
Staff Senior Engineer Exempt	\$157.84 \$162.57 \$167.45 \$172.47 \$177.65	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	1/1/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	12/31/2021 12/31/2022 12/31/2023 12/31/2024 12/31/2025	\$52.50 \$54.08 \$55.70 \$57.37 \$59.09	 3.00% 3.00% 3.00% 3.00%	\$45.00 - \$60.00 \$46.35 - \$61.80 \$47.74 - \$63.65 \$49.17 - \$65.56 \$50.65 - \$67.53
Staff Senior Geologist Exempt	\$150.32 \$154.83 \$159.48 \$164.26 \$169.19	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	1/1/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	12/31/2021 12/31/2022 12/31/2023 12/31/2024 12/31/2025	\$50.00 \$51.50 \$53.05 \$54.64 \$56.28	 3.00% 3.00% 3.00% 3.00%	\$45.00 - \$55.00 \$46.35 - \$56.65 \$47.74 - \$58.35 \$49.17 - \$60.10 \$50.65 - \$61.90
Staff Senior Project Engineer/Geologist Exempt	\$135.29 \$139.35 \$143.53 \$147.83 \$152.27	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	1/1/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	12/31/2021 12/31/2022 12/31/2023 12/31/2024 12/31/2025	\$45.00 \$46.35 \$47.74 \$49.17 \$50.65	 3.00% 3.00% 3.00% 3.00%	\$40.00 - \$50.00 \$41.20 - \$51.50 \$42.44 - \$53.05 \$43.71 - \$54.64 \$45.02 - \$56.28
Staff Project Engineer/Geologist Exempt	\$120.26 \$123.86 \$127.58 \$131.41 \$135.35	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	1/1/2021 1/1/2022 1/1/2023 1/1/2024 1/1/2025	12/31/2021 12/31/2022 12/31/2023 12/31/2024 12/31/2025	\$40.00 \$41.20 \$42.44 \$43.71 \$45.02	 3.00% 3.00% 3.00% 3.00%	\$35.00 - \$45.00 \$36.05 - \$46.35 \$37.13 - \$47.74 \$38.25 - \$49.17 \$39.39 - \$50.65

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR CONTRACTORS AND SUBCONTRACTORS

**Exhibit 10-H2
Cost Proposal**

Retroactive and effective December 7, 2021

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Geocon Consultants, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No. Monterey County On-Call Civil Engineering Services for Trans Contract No. _____

Participation Amount \$ _____

Date 4-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	173.31%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Staff	\$90.19	N/A	N/A	1/1/2021	12/31/2021	\$30.00		\$25.00 - \$35.00
Senior Staff Engineer/Geologist	\$92.90	N/A	N/A	1/1/2022	12/31/2022	\$30.90	3.00%	\$25.75 - \$36.05
Exempt	\$95.69	N/A	N/A	1/1/2023	12/31/2023	\$31.83	3.00%	\$26.52 - \$37.13
	\$98.56	N/A	N/A	1/1/2024	12/31/2024	\$32.78	3.00%	\$27.32 - \$38.25
	\$101.51	N/A	N/A	1/1/2025	12/31/2025	\$33.77	3.00%	\$28.14 - \$39.39
Staff	\$75.16	N/A	N/A	1/1/2021	12/31/2021	\$25.00		\$20.00 - \$30.00
Staff Engineer/Geologist	\$77.42	N/A	N/A	1/1/2022	12/31/2022	\$25.75	3.00%	\$20.60 - \$30.90
Exempt	\$79.74	N/A	N/A	1/1/2023	12/31/2023	\$26.52	3.00%	\$21.22 - \$31.83
	\$82.13	N/A	N/A	1/1/2024	12/31/2024	\$27.32	3.00%	\$21.85 - \$32.78
	\$84.59	N/A	N/A	1/1/2025	12/31/2025	\$28.14	3.00%	\$22.51 - \$33.77
Dail	\$108.23	N/A	N/A	1/1/2021	12/31/2021	\$36.00		Not Applicable
Field Services Manager	\$111.48	N/A	N/A	1/1/2022	12/31/2022	\$37.08	3.00%	
Non-Exempt	\$114.82	N/A	N/A	1/1/2023	12/31/2023	\$38.19	3.00%	
	\$118.27	N/A	N/A	1/1/2024	12/31/2024	\$39.34	3.00%	
	\$121.81	N/A	N/A	1/1/2025	12/31/2025	\$40.52	3.00%	
STAFF	\$90.19 - \$150.32	N/A	N/A	1/1/2021	12/31/2021	\$40.00		\$30.00 - \$50.00
Technical Illustrator/Senior Draftsman	\$92.90 - \$154.83	N/A	N/A	1/1/2022	12/31/2022	\$41.20	3.00%	\$30.90 - \$51.50
Non-Exempt	\$95.69 - \$159.48	N/A	N/A	1/1/2023	12/31/2023	\$42.44	3.00%	\$31.83 - \$53.05
	\$98.56 - \$164.26	N/A	N/A	1/1/2024	12/31/2024	\$43.71	3.00%	\$32.78 - \$54.64
	\$101.51 - \$169.19	N/A	N/A	1/1/2025	12/31/2025	\$45.02	3.00%	\$33.77 - \$56.28
STAFF	\$45.10 - \$105.22	N/A	N/A	1/1/2021	12/31/2021	\$25.00		\$15.00 - \$35.00
Word Processor/Technical Editor/Draftsman	\$46.45 - \$108.38	N/A	N/A	1/1/2022	12/31/2022	\$25.75	3.00%	\$15.45 - \$36.05
Non-Exempt	\$47.84 - \$111.63	N/A	N/A	1/1/2023	12/31/2023	\$26.52	3.00%	\$15.91 - \$37.13
	\$49.28 - \$114.98	N/A	N/A	1/1/2024	12/31/2024	\$27.32	3.00%	\$16.39 - \$38.25
	\$50.76 - \$118.43	N/A	N/A	1/1/2025	12/31/2025	\$28.14	3.00%	\$16.88 - \$39.39

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**Exhibit 10-H2
Cost Proposal**

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Geocon Consultants, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No. Monterey County On-Call Civil Engineering Services for Trans Contract No. _____

Participation Amount \$ _____ Date 4-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	173.31%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
**STAFF Engineering Field Tech/Special Insp I (PW4) Non-Exempt	\$110.85	N/A	N/A	1/1/2021	12/31/2021	\$36.87		Published PW Rates
	\$114.17	N/A	N/A	1/1/2022	12/31/2022	\$37.98	3.00%	
	\$117.60	N/A	N/A	1/1/2023	12/31/2023	\$39.12	3.00%	
	\$121.12	N/A	N/A	1/1/2024	12/31/2024	\$40.29	3.00%	
	\$124.76	N/A	N/A	1/1/2025	12/31/2025	\$41.50	3.00%	
**STAFF Engineering Field Tech/Special Insp II (PW3) Non-Exempt	\$128.79	N/A	N/A	1/1/2021	12/31/2021	\$42.84		Published PW Rates
	\$132.66	N/A	N/A	1/1/2022	12/31/2022	\$44.13	3.00%	
	\$136.64	N/A	N/A	1/1/2023	12/31/2023	\$45.45	3.00%	
	\$140.74	N/A	N/A	1/1/2024	12/31/2024	\$46.81	3.00%	
	\$144.96	N/A	N/A	1/1/2025	12/31/2025	\$48.22	3.00%	
**STAFF Engineering Field Tech/Special Insp III (PW2) Non-Exempt	\$150.47	N/A	N/A	1/1/2021	12/31/2021	\$50.05		Published PW Rates
	\$154.98	N/A	N/A	1/1/2022	12/31/2022	\$51.55	3.00%	
	\$159.63	N/A	N/A	1/1/2023	12/31/2023	\$53.10	3.00%	
	\$164.42	N/A	N/A	1/1/2024	12/31/2024	\$54.69	3.00%	
	\$169.36	N/A	N/A	1/1/2025	12/31/2025	\$56.33	3.00%	

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
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

IIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021Exhibit 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant Geocon Consultants, Inc.☐ Prime Consultant ☒ SubconsultantProject No. Monterey County On-Call Civil Engineering Services for Contract No. 0Date 4-Aug-21

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Laboratory/Field Materials Testing				
Compaction Curves				
1. 4-inch mold (D1557/D698)		Each	\$ 225.00	
2. 6-inch mold (D1557/D698)		Each	\$ 225.00	
3. California Impact (CAL216)		Each	\$ 225.00	
4. Check Point		Each	\$ 100.00	
Soil and Aggregate Stability				
1. Resistance Value, R-Value (D2844/CAL301)		Each	\$ 300.00	
2. R-Value, Treated (CAL301)		Each	\$ 325.00	
3. California Bearing Ratio (D1883)		Each	\$ 175.00	
4. Stabilization Ability of Lime (C977)		Each	\$ 180.00	
Soil and Aggregate Properties				
1. #200 Wash (D1140/C117)		Each	\$ 90.00	
2. Wet Sieve analysis to #200 (D422/CAL202)		Each	\$ 120.00	
3. Hydrometer Analysis (D422)		Each	\$ 165.00	
4. Sieve Analysis w/Hydrometer (D422)		Each	\$ 200.00	
5. Specific Gravity, Soil (D854/T100)		Each	\$ 100.00	
6. Specific Gravity Coarse Aggregate (C127)		Each	\$ 60.00	
7. Specific Gravity Fine Aggregate (C128)		Each	\$ 75.00	
8. Moisture Determination, tube sample (D2216)		Each	\$ 20.00	
9. Moisture Determination and Unit Weight (D2937)		Each	\$ 40.00	
10. Atterberg Limits: Plasticity Index (D4318)		Each	\$ 200.00	
11. Sand Equivalent (D2419/CAL217)		Each	\$ 100.00	
12. pH and Resistivity (CAL643)		Each	\$ 120.00	
13. Sulfate Content (CAL417)		Each	\$ 90.00	
14. Chloride Content (CAL422)		Each	\$ 50.00	
15. Durability Index (D3744/CAL229)		Each	\$ 165.00	
16. Sand Equivalent (D2419/CAL217)		Each	\$ 100.00	
17. Organic Content (D2974)		Each	\$ 60.00	
Shear Strength				

**IIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**Exhibit 10-H2
Cost Proposal**

1. Unconfined Compression (D2166)		Each	\$ 100.00	
2. Direct Shear (D3080) (3 point)		Each	\$ 325.00	
3. Unconsolidated-Undrained Triaxial Shear (D2850)		Point	\$ 125.00	
4. Unconsolidated-Undrained Triaxial Staged (D2850)		Each	\$ 175.00	
5. Consolidated-Undrained Triaxial Shear (D4767)		Point	\$ 300.00	
6. Consolidated-Undrained Triaxial Staged (D4767)		Each	\$ 375.00	
7. Consolidated-Drained Triaxial Shear (EM1110)		Point	\$ 400.00	
8. Consolidated-Drained Triaxial Staged (EM1110)		Each	\$ 500.00	
9. Unconfined Compressive Strength, Rock (D2938)		Each	\$ 135.00	
Concrete Aggregate Quality				
1. Sieve Analysis to #200 (C136)		Each	\$ 115.00	
2. L.A. Rattler Test (500 rev.)(C131)		Each	\$ 200.00	
3. Durability Index (D3744/CAL229)		Each	\$ 165.00	
4. Fine Aggregate Angularity (CAL234)		Each	\$ 125.00	
5. Flat and Elongated Particles (D4791/CAL235)		Each	\$ 150.00	
6. Percent Crushed Particles (CAL205)		Each	\$ 150.00	
7. Cleaness Value		Each	\$ 265.00	
8. Organic Impurities		Each	\$ 100.00	
9. Sand Equivalent (D2419/CAL217)		Each	\$ 100.00	
Permeability, Consolidation, and Expansion				
1. Permeability, Flexible Wall (D5084)		Each	\$ 300.00	
2. Permeability, Rigid Wall (D5856)		Each	\$ 300.00	
3. Consolidation (D2435)		Point	\$ 60.00	
4. Expansion Index (D4829/UBC 29-2)		Each	\$ 225.00	
5. Swell/Collapse (D4546)		Point	\$ 165.00	
Hot Mix Asphalt				
1. Density, Hveem (D2726/CAL308)		Each	\$ 100.00	
2. Stabilometer Value (D1560/CAL366)		Each	\$ 175.00	
3. Theoretical Max. Specific Gravity (D2041/CAL309)		Each	\$ 175.00	
4. Ignition/Sieve Analysis (C136/CAL202)		Each	\$ 215.00	
5. HMA Core Unit Weight (D1188/CAL308)		Each	\$ 60.00	
6. % Asphalt, Ignition Method (D6307/CAL382)		Each	\$ 125.00	
7. % Asphalt, Ignition Calibration (D6307/CAL382)		Each	\$ 400.00	
8. Rice Density/% Voids (CAL367)		Each	\$ 275.00	
9. HMA Moisture Content (T329)		Each	\$ 40.00	
10. Air Voids Content, Gyratory (T269)		Each	\$ 350.00	
11. Density of Core (CAL375)		Each	\$ 60.00	
12. Hamburg Wheel Track (T324)		Each	\$ 1,150.00	
13. TSR / Moisture susceptibility (T283)		Each	\$ 1,150.00	

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**Exhibit 10-H2
Cost Proposal**

14. Superpave Mix Tests		Each	\$ 600.00	
15. Gradation (T27)		Each	\$ 115.00	
16. Moisture Content (T255)		Each	\$ 20.00	
17. Crushed Particles (T335)		Each	\$ 150.00	
18. LA Abrasion (T96)		Each	\$ 200.00	
19. Fine Aggregate Angularity (T304)		Each	\$ 150.00	
20. Flat and Elongated Particles		Each	\$ 150.00	
21. Durability Index (D3744/CAL229)		Each	\$ 165.00	
22. Sand Equivalent (D2419/CAL217)		Each	\$ 100.00	
Concrete/Masonry/Reinforcing Steel				
1. Compressive Strength, Cast Cylinders (C39)		Each	\$ 30.00	
2. Compressive Strength, Cores (C42)		Each	\$ 60.00	
3. Flexural Strength Beam (C78/C293)		Each	\$ 80.00	
4. Splitting Tensile Test (C496)		Each	\$ 80.00	
5. Mix Design Review		Each	\$ 200.00	
6. Trial Batch		Each	\$ 475.00	
7. Rebar Tensile/Bend (up to #11)		Each	\$ 200.00	
8. Rebar Tensile/Bend (#11 and larger)		Each	\$ 225.00	
9. CMU Compressive Strength (C140)		Each	\$ 100.00	
10. Compressive Strength, Grout (C1019/UBC21-19)		Each	\$ 30.00	
11. Compressive Strength, Mortar (C109/UBC21-15,16)		Each	\$ 30.00	
12. CMU Unit Weight, Dimension, Absorption (C140)		Each	\$ 75.00	
13. Compressive Strength, Masonry Prism (C1314)		Each	\$ 250.00	
Other/Equipment				
1. Pick-up Truck		Day	\$ 125.00	
2. Equipment Truck		Day	\$ 200.00	
3. Soil Sample Tubes (Brass/Stainless)		Each	\$ 10.00	
4. Coring Machine (concrete, asphalt, masonry)		Day	\$ 200.00	
5. Hand-Auger Equipment		Day	\$ 40.00	
6. Drive-Tube Sampler		Day	\$ 40.00	
7. Cut/Extract Shelby Tube		Each	\$ 50.00	
8. Subsistence (Per Diem) - At cost		Day		

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.

**IIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

**Exhibit 10-H2
Cost Proposal**

6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**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.

Prime Consultant or Subconsultant Certifying:Name: Jeremy Zorne, PE, GETitle *: Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 8/4/2021Email: zorne@geoconinc.comPhone Number: 916.852.9118Address: 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742

*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:

Geotechnical Engineering

EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 1
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Fehr & Peers ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. _____ Contract No. _____ Participation Amount _____ Date 12/22/2022

For Combined Rate	Fringe Benefit % 77.35%	+	General & Administration % 111.96%	=	Combined Indirect Cost Rate (ICR) % 189.31%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%
FEE % =					10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Dan Rubins – Associate-in-Charge	\$229.52	\$344.27	\$459.03	1/1/2021	12/31/2021	\$72.12	3.00%	Not Applicable
	\$236.39	\$354.58	\$472.78	2/1/2022	12/31/2022	\$74.28	3.00%	Not Applicable
	\$243.49	\$365.23	\$486.97	1/1/2023	12/31/2023	\$76.51	3.00%	Not Applicable
	\$250.77	\$376.16	\$501.55	1/1/2024	12/31/2024	\$78.80	3.00%	Not Applicable
	\$259.81	\$389.72	\$519.62	1/1/2025	12/31/2025	\$81.64	3.00%	Not Applicable

(Add pages as necessary)

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.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

Local Assistance Procedures Manual

EXHIBIT 10-H2

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page x of x**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant

Fehr & Peers☐ Prime Consultant☒ Subconsultant

Project No.

0Contract No. 0Date 12/22/2022**SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)**

Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs	500	Mile	Current IRS Rate	
Counts	10	intersections	500	
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets				
Test				
Vehicle				
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same.

EXHIBIT 10-H2 COST PROPOSAL**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.

Prime Consultant or Subconsultant Certifying:Name: Franziska ChurchTitle *: PrincipalSignature: Date of Certification (mm/dd/yyyy): 12/22/2022Email: f.church@fehrandpeers.comPhone Number: (408) 645-7014Address: 60 S Market St, Ste 700, San Jose, CA 95113

*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:

Traffic Studies.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (Use for On-Call or As-Needed Contracts)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant BFS LANDSCAPE ARCHITECTS☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject No. County of Monterey On-Call Engineering Services Contract No. RFQ #10806

Participation Amount \$ _____

Date 10-Aug-21

For Combined Rate	Fringe Benefit % + General & Administrative %	=	110.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Larry Foster Principal	\$215.00	N/A	N/A	1/1/2021	12/31/2021	\$93.08		Not Applicable
	\$221.45	N/A	N/A	1/1/2022	12/31/2022	\$95.87	3.00%	
	\$228.10	N/A	N/A	1/1/2023	12/31/2023	\$98.74	3.00%	
	\$234.94	N/A	N/A	1/1/2024	12/31/2024	\$101.71	3.00%	
	\$241.99	N/A	N/A	1/1/2025	12/31/2025	\$104.76	3.00%	
	\$249.25	N/A	N/A	1/1/2026	12/31/2026	\$107.90	3.00%	
Elizabeth Matz Associate Principal	\$200.00	N/A	N/A	1/1/2021	12/31/2021	\$86.58		Not Applicable
	\$206.00	N/A	N/A	1/1/2022	12/31/2022	\$89.18	3.00%	
	\$212.18	N/A	N/A	1/1/2023	12/31/2023	\$91.85	3.00%	
	\$218.55	N/A	N/A	1/1/2024	12/31/2024	\$94.61	3.00%	
	\$225.10	N/A	N/A	1/1/2025	12/31/2025	\$97.45	3.00%	
	\$231.85	N/A	N/A	1/1/2026	12/31/2026	\$100.37	3.00%	
James Bishop Landscape Designer	\$135.00	N/A	N/A	1/1/2021	12/31/2021	\$58.44		Not Applicable
	\$139.05	N/A	N/A	1/1/2022	12/31/2022	\$60.19	3.00%	
	\$143.22	N/A	N/A	1/1/2023	12/31/2023	\$62.00	3.00%	
	\$147.51	N/A	N/A	1/1/2024	12/31/2024	\$63.86	3.00%	
	\$151.94	N/A	N/A	1/1/2025	12/31/2025	\$65.77	3.00%	
	\$156.50	N/A	N/A	1/1/2026	12/31/2026	\$67.75	3.00%	

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.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 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:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [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.

Prime Consultant or Subconsultant Certifying:

Name: Larry Foster Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 08/11/2021

Email: larry@bfsia.com Phone Number: 831-646-1383

Address: 425 Pacific Street, Suite 201, Monterey, CA 93940

* 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:

Landscape Architecture

**IIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

360PSM Rates

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant 360PSM ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ # 10783 Contract No. Participation Amount \$ TBD Date 08/03/21
Rev. 12/19/22

For Combined Rate	Fringe Benefit %	+	General & Administrative %	=	44.95%	Combined ICR%
OR						
For Home Office Rate	Fringe Benefit %	+	General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	=		Field Office ICR%

Fee	=	10%	%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Catalina Ferreto – President	\$239.17	\$239.17	\$239.17	01/01/2021	12/31/2021	\$150.00		Not Applicable
	\$246.35	\$246.35	\$246.35	01/01/2022	12/31/2022	\$154.50	3.0%	
	\$253.74	\$253.74	\$253.74	01/01/2023	12/31/2023	\$159.14	3.0%	
	\$261.34	\$261.34	\$261.34	01/01/2024	12/31/2024	\$163.91	3.0%	
Paul Greenway – Senior Project Manager*	\$239.17	\$239.17	\$239.17	01/01/2021	12/31/2021	\$150.00		Not Applicable
	\$246.35	\$246.35	\$246.35	01/01/2022	12/31/2022	\$154.50	3.0%	
	\$253.74	\$253.74	\$253.74	01/01/2023	12/31/2023	\$159.14	3.0%	
	\$261.34	\$261.34	\$261.34	01/01/2024	12/31/2024	\$163.91	3.0%	
Dennis Pecchia – Senior Bridge Project Manager*	\$239.17	\$239.17	\$239.17	01/01/2021	12/31/2021	\$150.00		Not Applicable
	\$246.35	\$246.35	\$246.35	01/01/2022	12/31/2022	\$154.50	3.0%	
	\$253.74	\$253.74	\$253.74	01/01/2023	12/31/2023	\$159.14	3.0%	
	\$261.34	\$261.34	\$261.34	01/01/2024	12/31/2024	\$163.91	3.0%	
Labor Compliance Officer	\$151.47	\$198.97	\$246.47	01/01/2021	12/31/2021	\$95.00		\$95.00
	\$156.01	\$204.94	\$253.86	01/01/2022	12/31/2022	\$97.85	3.0%	\$97.85
	\$160.69	\$211.09	\$261.48	01/01/2023	12/31/2023	\$100.79	3.0%	\$100.79
	\$165.52	\$217.42	\$269.32	01/01/2024	12/31/2024	\$103.81	3.0%	

(Add pages as necessary)

**BIT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

EXHIBIT 10-H2
Cost Proposal

360PSM Rates

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**IT A-1 - EXHIBIT 10-H2 COST PROPOSAL FOR
CONTRACTORS AND SUBCONTRACTORS
Retroactive and effective December 7, 2021**

360PSM Rates

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ 360PSM _____ ☐ Prime Consultant ☐ Subconsultant

Project No. ____ RFQ # 10783 _____ Contract No. _____ Date ____02/07/21_____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs , TBD			\$	\$ Federal Mileage Rate
Equipment Rental and Supplies , TBD			\$	\$ Cost plus 10%
Permit Fees, TBD			\$	\$ Cost plus 10%
Plan Sheets , TBD			\$	\$ Cost plus 10%
Test			\$	\$ NA
Vehicle			\$	\$ NA
Subconsultant 1: TBD				\$ Cost plus 10%
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

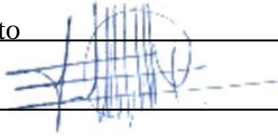
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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
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.

Prime Consultant or Subconsultant Certifying:

Name: Catalina Ferreto Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 12/19/2022

Email: catalina@360psm.com Phone Number: 831-500-1263

Address: 18110 Stonehaven Drive., Salinas, CA 93908

* 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:

Project Management
Labor Compliance
Specifications
QA/QC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
License#: 6003745 DOKKEENGI	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: Trumbull Insurance Company INSURER C: Sentinel Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Dokken Engineering, Inc. 110 Blue Ravine Rd., Suite 200 Folsom CA 95630	NAIC # 37885 27120 11000

COVERAGES**CERTIFICATE NUMBER:** 1173202951**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	84SBWBI4800	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	84UEGBD3407	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	84SBWBI4800	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	84WEGAU5C27	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			DPR5006501	12/31/2022	12/31/2023	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella is follow form to Underlying General Liability/Auto Liability/Employer's Liability.

RE: All Operations of the Named Insured.

The County of Monterey, Its Officers, Agents and Employees are named as Additional insured for General Liability and Automobile Liability as required by written contract or agreement. General and Auto Liability policies are Primary and Non-contributory as per policy form. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice of CancellationCounty of Monterey
Contracts & Purchasing Division
1488 Schilling Place
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Borg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

→ **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 84WEGAU5C27

Endorsement Number:

Effective Date: 12/31/2022

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dokken Engineering, Inc.
110 Blue Ravine Rd., Suite 200
Folsom, CA 95630

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Angela Borg

Countersigned by _____
Authorized Representative