



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 Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15660 ; Amendment No.: 1

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-15660, Multi-Year Agreement #3200*6225, with Denise Duffy & Associates, Inc. to provide on-call environmental planning and consulting services for various local and federally funded road, bridge, building, facilities, and parks projects in Monterey County under Request for Qualifications (RFQ) #10805, to update the hourly billing rates, extend the expiration date for two additional years through January 31, 2027, for a revised term from February 1, 2022 to January 31, 2027, and increase not to exceed maximum by \$1,090,000 to a total of \$2,090,000;
- b. Approve additional term extensions for Professional Services Agreement No. A-15660 under RFQ #10805 beyond the anticipated five-year term of the RFQ with no increase to the dollar amount or change in the scope of work to allow continuity of services for active projects initiated during the anticipated five-year term of the Agreement, subject to review and approval by the Office of the County Counsel and the Contracts & Purchasing Officer or their designee; and
- c. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Professional Services Agreement No. A-15660 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 3rd day of December 2024, by roll call vote:

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

NOES: None

ABSENT: None

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 December 3, 2024.

Dated: December 9, 2024

File ID: A 24-549

Agenda Item No.: 87

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15660 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Denise Duffy & Associates, 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-15660 with County on January 25, 2022 (hereinafter, “Agreement”) to provide on-call environmental planning and consulting services for various local and federally funded road, bridge, building, facilities, and parks projects located within Monterey County (hereinafter, “services”), under Request for Qualifications (RFQ) #10805 through and including January 31, 2025, 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, the Hourly Billing Rates/Specific Rates of Compensation included in Exhibit 10-H2, Cost Proposal, of the Caltrans Local Assistance Procedures Manual (LAPM) within Exhibit A – Scope of Services/Payment Provisions of the Agreement require an update effective February 1, 2025, in accordance with Exhibit A- 1 – Updated Hourly Billing Rates, which is attached and incorporated by this reference; and

WHEREAS, the Parties agree that the CONTRACTOR’s and subcontractors hourly billing rates in Exhibit A of the Agreement remain valid through January 31, 2027; and

WHEREAS, additional time and funding are 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 the Hourly Billing Rates, effective February 1, 2025, to extend the term for two (2) additional years to January 31, 2027, and to increase the amount by \$1,090,000 for a total amount not to exceed \$2,090,000 to allow CONTRACTOR to continue to provide the 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 A-1, subject to the limitations set forth in this Agreement.

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$2,090,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from February 1, 2022 to January 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1 –Updated Hourly Billing Rates", effective February 1, 2025.

4. In all places within the Agreement, any reference to the Hourly Billing Rates/Specific Rates of Compensation in Exhibit A are hereby replaced with "Exhibit A-1 – Updated Hourly Billing Rates", effective February 1, 2025.

5. Amend Paragraph 6, "Payment Conditions" to read as follows:

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

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

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

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

such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

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

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

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

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

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

Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with

Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

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

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

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

7. Amend Section 9.04, "Other Insurance Requirements", of Paragraph 9.0, "Insurance", to read as follows:

9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or

intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

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

Primary Coverage:

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

Waiver of Subrogation:

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

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

lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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

This section applies to those situations when a CONTRACTOR is awarded an Agreement for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when an Agreement is awarded for multiple phases of a project under a single Agreement/proposal. When applicable, and as described below, CONTRACTOR’s duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

9. 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 (PWFP).
10. In all places within the Agreement, any reference to County’s email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
11. In all places within the Agreement, any reference to the Agreement’s Multi-Year Agreement (MYA) number is deemed to be MYA #3200*6225.
12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By:  Debra Wilson
7B741937AA0D41B...

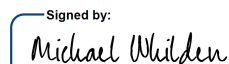
Its: Debra Wilson Contracts & Purchasing Officer
(Print Name and Title)

Date: 12/13/2024 | 8:02 AM PST

Approved as to Form

Office of the County Counsel

Susan K. Blitch, County Counsel

By:  Michael J. Whilden
2C6F38174D4940D...
Deputy County Counsel

Date: 11/12/2024 | 2:10 PM PST

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By:  Jennifer Forsyth
4E7E657875454AE...

Its: Jennifer Forsyth Auditor-Controller Analyst II
(Print Name and Title)

Date: 11/12/2024 | 3:40 PM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

Susan K. Blitch, County Counsel

By: _____
David Bolton
Risk Manager

Date: _____

CONTRACTOR*

Denise Duffy & Associates, Inc.

By:  Denise Duffy

Its: Denise Duffy, President
(Print Name and Title)

Date: 11/12/2024

By:  Denise Duffy

Its: Denise Duffy, Secretary
(Print Name and Title)

Date: 11/12/2024

*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 10-H2 COST PROPOSAL

Page 1 of 2

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

Consultant or Subconsultant:Denise Duffy & Associates, Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No.RFQ #10805Contract No.Participation Amount:TBDDate:October 30, 2024

	Fringe Benefit %		Overhead %		General Admin. %	Combined Indirect Cost Rate%
NORMAL	58.17%	+	94.67%	+	16.39%	= 169.23%
FIELD OFFICE/TEMPORARY (n/a)		+		+		= 0.00%
			Fee %			= 10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
*Denise Duffy Principal Exempt	273.20	N/C	N/C	2/1/2025	1/31/2026	92.25	0%	N/A
	281.40	N/C	N/C	2/1/2026	1/31/2027	95.02	3.00%	N/A
*Josh Harwayne Senior Compliance Manager Exempt	232.48	N/C	N/C	2/1/2025	1/31/2026	78.50	0%	N/A
	239.47	N/C	N/C	2/1/2026	1/31/2027	80.86	3.00%	N/A
Staff Senior Project Manager Exempt	198.42	N/C	N/C	2/1/2025	1/31/2026	67.00	0%	N/A
	204.38	N/C	N/C	2/1/2026	1/31/2027	69.01	3.00%	N/A
Staff Senior Planner/Scientist II Exempt	180.65	N/C	N/C	2/1/2025	1/31/2026	61.00	0%	N/A
	186.07	N/C	N/C	2/1/2026	1/31/2027	62.83	3.00%	N/A
Staff Arborist Exempt	180.65	N/C	N/C	2/1/2025	1/31/2026	61.00	0%	N/A
	186.07	N/C	N/C	2/1/2026	1/31/2027	62.83	3.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL

Page 1 of 2

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

Consultant or Subconsultant:Denise Duffy & Associates, Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No.RFQ #10805Contract No.Participation Amount:TBDDate:October 30, 2024

	Fringe Benefit %		Overhead %		General Admin. %	Combined Indirect Cost Rate%
NORMAL	58.17%	+	94.67%	+	16.39%	= 169.23%
FIELD OFFICE/TEMPORARY (n/a)		+		+		= 0.00%
			Fee %			= 10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Staff Senior Planner/Scientist Exempt	161.40	N/C	N/C	2/1/2025	1/31/2026	54.50	0%	N/A
	166.26	N/C	N/C	2/1/2026	1/31/2027	56.14	3.00%	N/A
Staff Assistant Project Manager Exempt	143.63	N/C	N/C	2/1/2025	1/31/2026	48.50	0%	N/A
	147.96	N/C	N/C	2/1/2026	1/31/2027	49.96	3.00%	N/A
Staff Associate Planner/Scientist II Exempt	137.71	N/C	N/C	2/1/2025	1/31/2026	46.50	0%	N/A
	141.86	N/C	N/C	2/1/2026	1/31/2027	47.90	3.00%	N/A
Staff Associate Planner/Scientist I Exempt	131.79	N/C	N/C	2/1/2025	1/31/2026	44.50	0%	N/A
	135.76	N/C	N/C	2/1/2026	1/31/2027	45.84	3.00%	N/A
Staff Assistant Planner/Scientist II Exempt	124.38	N/C	N/C	2/1/2025	1/31/2026	42.00	0%	N/A
	128.12	N/C	N/C	2/1/2026	1/31/2027	43.26	3.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

Consultant or Subconsultant: Denise Duffy & Associates, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Project No. RFQ #10805 Contract No. _____ Participation Amount: TBD Date: October 30, 2024

	Fringe Benefit %		Overhead %		General Admin. %	Combined Indirect Cost Rate%
NORMAL	58.17%	+	94.67%	+	16.39%	= 169.23%
FIELD OFFICE/TEMPORARY (n/a)		+		+		= 0.00%
			Fee %			= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Staff	119.20	N/C	N/C	2/1/2025	1/31/2026	40.25	0%	N/A
Assistant Planner/Scientist I	122.79	N/C	N/C	2/1/2026	1/31/2027	41.46	3.00%	N/A
Exempt								
Staff	125.87	N/C	N/C	2/1/2025	1/31/2026	42.50	0%	N/A
GIS/Computer Specialist	129.66	N/C	N/C	2/1/2026	1/31/2027	43.78	3.00%	N/A
Exempt								
Staff	100.69	N/C	N/C	2/1/2025	1/31/2026	34.00	0%	N/A
Administrative Manager	103.71	N/C	N/C	2/1/2026	1/31/2027	35.02	3.00%	N/A
Exempt								
Staff	79.96	N/C	N/C	2/1/2025	1/31/2026	27.00	0%	N/A
Administrative Assistant	82.36	N/C	N/C	2/1/2026	1/31/2027	27.81	3.00%	N/A
Exempt								

Notes:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 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 2 of 3

**SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant or Subconsultant: Denise Duffy & Associates ☒ Prime Consultant ☒ Subconsultant
Project No. RFQ #10805 Contract No. _____ Date: 10/30/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Mile	Per Caltrans Travel Guide	
Parking/Tolls		EA	Per Caltrans Travel Guide	
Rental Car		EA	Actual Cost	
Copying (In-house) - Black & White 8.5x11		Page	\$0.15	
Copying (In-house) - Black & White 11x17		Page	\$0.22	
Copying (In-house) - Color 8.5x11		Page	\$0.46	
Copying (In-house) - Color 11x17		Page	\$1.57	
Copying (Professional)		EA	Actual Cost	
Binding		EA	Actual Cost	
Courier/Messenger Service		EA	Actual Cost	
U.S. Postal Services		EA	Actual Cost	
Trimble EXP. II GPS Unit		Day	\$80.00	
Drone Operation		Day	\$1,500.00	
Field and Lab Supplies		EA	Actual Cost	
Per Diem		EA	Per Caltrans Travel Guide	
Misc. Equipment Rental		EA	Actual 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.

EXHIBIT 10-H2 COST PROPOSAL

Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant:

Denise Duffy & Associates

☒ Prime Consultant

☒ Subconsultant

Project No.

RFQ #10805

Contract No.Date: 10/30/2024

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 State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Denise Duffy Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 10/30/2024

Email: dduffy@ddaplanning.com Phone Number: (831) 373-4341

Address: 947 Cass St., Suite 5; 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 of services the consultant is providing under the proposed contract:

[On-Call Environmental Planning and Consulting Services \(Prime Consultation\) including: Environmental due diligence; Environmental compliance, including preparation of CEQA and NEPA documentation; Preparation of environmental reports and technical documents \(including biological, water quality, and visual\) and oversight of hydrology, cultural, air quality, noise, and hazard documentation prepared by subconsultants; Monitoring and oversight required for regulatory compliance; Regulatory permitting and consultation; Coordination with regulatory agencies; Public outreach; and other environmental and natural resource consulting services not listed here](#)

EXHIBIT 10-H2 COST PROPOSALPage 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

ConsultantAlbion Environmental, Inc.

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____Contract No. _____Participation Amount _____Date10/28/2024

For Combined Rate	Fringe Benefit % 50.46%	+	General & Administration % 122.76%	=	Combined Indirect Cost Rate (ICR) % 173.22%
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 ²			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			
Sarah Nicchitta* - Project Manager	\$150.73	N/A	N/A	2/1/2025	01/31/2026	\$48.94		Not Applicable
Principal 4D	\$155.55	N/A	N/A	2/1/2026	01/31/2027	\$50.50	3.20%	
Sarah Peeelo* - Project Manager	\$150.73	N/A	N/A	2/1/2025	01/31/2026	\$38.52		Not Applicable
Principal 4D	\$155.55	N/A	N/A	2/1/2026	01/31/2027	\$39.68	3.20%	
Chelsea Blackmore* - Princ Investigator	\$133.76	N/A	N/A	2/1/2025	01/31/2026	\$43.43		Not Applicable
Senior Archaeologist 7B	\$138.04	N/A	N/A	2/1/2026	01/31/2027	\$44.82	3.20%	
Reilly Murphy - Princ Investigator	\$89.34	N/A	N/A	2/1/2025	01/31/2026	\$44.66		Not Applicable
Senior Archaeologist 7D	\$92.02	N/A	N/A	2/1/2026	01/31/2027	\$46.08	3.20%	
Stella D'Oro- GIS/Graphics	\$116.85	N/A	N/A	2/1/2025	01/31/2026	\$37.94		Not Applicable
GIS/Graphics	\$120.59	N/A	N/A	2/1/2026	01/31/2027	\$39.15	3.20%	
Sandra Menzel - Senior Biologist	\$118.72	N/A	N/A	2/1/2025	01/31/2026	\$38.55		Not Applicable
Senior Biologist 4D	\$122.52	N/A	N/A	2/1/2026	01/31/2027	\$39.78	3.20%	
James Samento - Senior Anthropologist	\$114.94	\$163.96	\$158.51	2/1/2025	01/31/2026	\$37.32		Not Applicable
Senior Anthropologist 4B	\$118.61	\$177.92	\$237.22	2/1/2026	01/31/2027	\$38.51	3.20%	
Doug Ross - Senior Archaeologist	\$133.75	\$104.04	\$138.72	2/1/2025	1/31/2026	\$43.43		Not Applicable
Senior Archaeologist 7B	\$138.03	\$107.16	\$142.88	2/1/2026	1/31/2027	\$27.07	3.20%	
Cris Lowgren- Field Lead Senior	\$107.40	\$161.10	\$214.80	2/1/2025	1/31/2026	\$34.87		Not Applicable
Archaeologist 4A	\$110.83	\$102.80	\$221.66	2/1/2026	1/31/2027	\$35.98	3.20%	
Ryan Phillip - Senior Archaeologist 3B	\$103.62	\$155.43	\$207.24	2/1/2025	1/31/2026	\$33.64		Not Applicable
	\$106.93	\$160.39	\$213.86	2/1/2026	1/31/2027	\$34.71	3.20%	

(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 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSALPage 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

ConsultantAlbion Environmental, Inc.

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____Contract No. _____Participation Amount _____Date10/28/2024

For Combined Rate	Fringe Benefit % 50.46%	+	General & Administration % 122.76%	=	Combined Indirect Cost Rate (ICR) % 173.22%
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 ²			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			
Jennifer Farquhar - Principal 3C	\$135.63 \$139.97	NA NA	NA NA	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$44.04 \$45.44	3.20%	Not Applicable
Cristie Boone - Principal 2D	\$130.03 \$134.19	N/A N/A	N/A N/A	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$42.22 \$43.57	3.20%	Not Applicable
Leann Taagepera - Senior Archaeologist 7C	\$135.63 \$139.97	\$203.44 \$209.95	\$271.26 \$279.94	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$44.04 \$45.44	3.20%	Not Applicable
Nicole Matthews – Senior Archaeologist 3A	\$101.75 \$105.00	\$152.62 \$157.50	\$203.50 \$210.00	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$33.03 \$34.08	3.20%	Not Applicable
Matthew Manigault – Archaeologist 7C	\$101.75 \$105.00	\$152.62 \$157.50	\$203.50 \$210.00	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$33.03 \$34.08	3.20%	Not Applicable
Andrew Nicchitta – Archaeologist 7C	\$101.75 \$105.00	\$152.62 \$157.50	\$203.50 \$210.00	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$33.03 \$34.08	3.20%	Not Applicable
Timothy Polkinghorne – Archaeologist 6D	\$96.15 \$99.22	\$144.22 \$148.83	\$192.30 \$198.44	2/1/2025 2/1/2026	01/31/2026 01/31/2027	\$31.22 \$32.22	3.20%	Not Applicable
Avila Bright – Archaeologist 6B	\$92.34 \$95.29	\$138.51 \$142.93	\$184.68 \$190.58	2/1/2025 2/1/2026	1/31/2026 1/31/2027	\$29.98 \$27.07	3.20%	Not Applicable
MacKenna Polkinghorne – Archaeologist 5A	\$82.90 \$85.55	\$124.35 \$128.32	\$165.80 \$171.10	2/1/2025 2/1/2026	1/31/2026 1/31/2027	\$26.91 \$27.77	3.20%	Not Applicable
Alana Smith – Arch Tech 7D	\$81.05 \$83.64	\$121.57 \$125.46	\$162.10 \$167.28	2/1/2025 2/1/2026	1/31/2026 1/31/2027	\$26.32 \$27.16	3.20%	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 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

Albion Environmental, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

Contract No.

Participation Amount

Date 10/28/2024

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
	50.46%		122.76%		173.22%
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 ²			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			
Brandon Brown - Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Richy Strobel- Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Diana Lozada- Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Christopher Lopez- Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Claire Allen- Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Kim Gordon- Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Laura Garcia- Arch Tech 7C	\$79.11	\$118.66	\$158.22	2/1/2025	01/31/2026	\$25.69		Not Applicable
	\$81.64	\$122.46	\$163.28	2/1/2026	01/31/2027	\$26.51	3.20%	
Elliott Waters – Arch Tech 7A	\$75.36	\$113.04	\$150.72	2/1/2025	1/31/2026	\$24.47		Not Applicable
	\$77.77	\$116.65	\$155.54	2/1/2026	1/31/2027	\$27.07	3.20%	
Christina Hornbaker – Arch Tech 6D	\$73.52	\$110.28	\$147.04	2/1/2025	1/31/2026	\$23.87		Not Applicable
	\$75.87	\$113.80	\$151.74	2/1/2026	1/31/2027	\$24.63	3.20%	
Genna Headland - Admin 10B	\$115.64	\$173.46	\$231.28	2/1/2025	1/31/2026	\$37.55		Not Applicable
	\$119.34	\$179.01	\$238.68	2/1/2026	1/31/2027	\$38.75	3.20%	

(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 10-H2 COST PROPOSALPage 2 of 3

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

ConsultantAlbion Environmental, Inc.☐ Prime Consultant☒ Subconsultant

Project No.0Contract No. 0Date10/30/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs		Mile	0.67	
Equipment Rental and Supplies		Each	Actual cost	
Permit Fees		Each	Actual cost	
Plan Sheets		N/A	N/A	
Test		Each	Actual cost	
Vehicle		Each	Actual cost	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

- NOTES:
1.

List 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.

Exhibit 10-H1 Cost Proposal Page 3 of 3
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jennifer Farquhar **Chief Financial Officer**

Signature:  Certification Date: 10/30/2024

Email: jfarquhar@albionenvironmental.com Phone: 831-469-9128

Address: 1414 Soquel Avenue, Suite 205, Santa Cruz, CA 95062

*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:

Cultural resource consulting services

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: **Balance Hydrologics, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. _____ Contract No. _____ Participation Amount _____ Date **10/30/2024**

For Combined Rate	Fringe Benefit		Overhead		General Administration		
	47.96%	+	6.92%		128.87%	=	Combined ICR 183.75%
OR							
For Home Office Rate	Fringe Benefit 0.00%	+	General & Administrative 0.00%			=	Home Office ICR 0.00%
For Field Office Rate	Fringe Benefit 0.00%	+	General & Administrative 0.00%			=	Field Office ICR 0.00%
Fee							= 10.00%
							Escalation = 3%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
David Shaw	\$265.31			2/1/2025	1/31/2026	\$85.00		Not Applicable
Principal Hydrologist/Geologist	\$273.27			2/1/2026	1/31/2027	\$87.55	3%	
Senior Principal								
Edward Ballman	\$230.97			2/1/2025	1/31/2026	\$74.00		Not Applicable
Civil Engineer/Hydrologist	\$237.90			2/1/2026	1/31/2027	\$76.22	3%	
Principal								
Mark Woyshner	\$216.68			2/1/2025	1/31/2026	\$69.42		Not Applicable
Hydrologist/Hydrogeologist	\$223.18			2/1/2026	1/31/2027	\$71.50	3%	
Principal								
Jonathan Owens	\$220.05			2/1/2025	1/31/2026	\$70.50		Not Applicable
Principal Hydrologist/Engineer	\$226.65			2/1/2026	1/31/2027	\$72.62	3%	
Principal								
Scott Brown	\$220.05			2/1/2025	1/31/2026	\$70.50		Not Applicable
Geomorphologist/Hydrologist	\$226.65			2/1/2026	1/31/2027	\$72.62	3%	
Principal								
Peter Kulchawik	\$233.44			2/1/2025	1/31/2026	\$74.79		Not Applicable
Hydrologist/Civil Engineer	\$240.44			2/1/2026	1/31/2027	\$77.03	3%	
Principal								
Chelsea Neill	\$225.64			2/1/2025	1/31/2026	\$72.29		Not Applicable
Geomorphologist/Hydrologist	\$232.40			2/1/2026	1/31/2027	\$74.46	3%	
Principal								
Tarick Abu-Aly	\$225.64			2/1/2025	1/31/2026	\$72.29		Not Applicable
Civil Engineer / Hydrologist	\$234.66			2/1/2026	1/31/2027	\$75.18	3%	
Principal								
Eric Riedner	\$189.02			2/1/2025	1/31/2026	\$60.56		Not Applicable
Hydrologist/Civil Engineer	\$194.69			2/1/2026	1/31/2027	\$62.38	3%	
Senior Professional								
Eric Donaldson	\$174.29			2/1/2025	1/31/2026	\$55.84		Not Applicable
Geomorphologist/Hydrologist	\$179.52			2/1/2026	1/31/2027	\$57.52	3%	
Senior Professional								
Brian Hastings	\$159.93			2/1/2025	1/31/2026	\$51.24		Not Applicable
Geomorphologist/Hydrologist	\$164.73			2/1/2026	1/31/2027	\$52.78	3%	
Senior Professional								
Anna Nazarov	\$200.67			2/1/2025	1/31/2026	\$64.29		Not Applicable
Hydrologist/Civil Engineer	\$206.69			2/1/2026	1/31/2027	\$66.22	3%	
Senior Professional								
Zan Rubin	\$212.37			2/1/2025	1/31/2026	\$68.04		Not Applicable
Senior Geomorphologist/Hydrologist	\$218.74			2/1/2026	1/31/2027	\$70.08	3%	
Senior Professional								
Anne Senter	\$152.94			2/1/2025	1/31/2026	\$49.00		Not Applicable
Fluvial Geomorphologist	\$157.53			2/1/2026	1/31/2027	\$50.47	3%	
Project Professional								
Dana Jepsen	\$168.55			2/1/2025	1/31/2026	\$54.00		Not Applicable

EXHIBIT A - 1 - UNBATED HOURLY BILLING RATES
Effective February 1, 2025

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Designer/Hydrologist	\$173.60			2/1/2026	1/31/2027	\$55.62	3%	
Project Professional								
Jeneya Fertel	\$195.08			2/1/2025	1/31/2026	\$62.50		Not Applicable
Engineer	\$200.93			2/1/2026	1/31/2027	\$64.38	3%	
Project Professional								
Jason Parke	\$133.78			2/1/2025	1/31/2026	\$42.86		Not Applicable
Hydrologist/Geologist	\$137.79			2/1/2026	1/31/2027	\$44.15	3%	
Senior Staff Professional								
Denise Tu	\$165.43			2/1/2025	1/31/2026	\$53.00		Not Applicable
Engineer/Hydrologist	\$170.39			2/1/2026	1/31/2027	\$54.59	3%	
Senior Staff Professional								
Camille Pauley	\$161.18			2/1/2025	1/31/2026	\$51.64		Not Applicable
Engineer/Hydrologist	\$166.02			2/1/2026	1/31/2027	\$53.19	3%	
Senior Staff Professional								
Emma Goodwin	\$156.97			2/1/2025	1/31/2026	\$50.29		Not Applicable
Hydrologist	\$161.68			2/1/2026	1/31/2027	\$51.80	3%	
Senior Staff Professional								
Steve Hnat	\$174.79			2/1/2025	1/31/2026	\$56.00		Not Applicable
Hydrologist	\$180.03			2/1/2026	1/31/2027	\$57.68	3%	
Senior Staff Professional								
Brigid Lynch	\$143.58			2/1/2025	1/31/2026	\$46.00		Not Applicable
Hydrologist	\$147.88			2/1/2026	1/31/2027	\$47.38	3%	
Senior Staff Professional								
Claire Bareilles	\$127.57			2/1/2025	1/31/2026	\$40.87		Not Applicable
Engineer/Hydrologist	\$131.39			2/1/2026	1/31/2027	\$42.10	3%	
Staff Professional								
Carter Boyd	\$129.06			2/1/2025	1/31/2026	\$41.35		Not Applicable
Geomorphologist	\$132.94			2/1/2026	1/31/2027	\$42.59	3%	
Staff Professional								
Erika Groh	\$124.85			2/1/2025	1/31/2026	\$40.00		Not Applicable
Geomorphologist/Hydrologist	\$128.60			2/1/2026	1/31/2027	\$41.20	3%	
Staff Professional								
Jessalyn Siu	\$137.34			2/1/2025	1/31/2026	\$44.00		Not Applicable
Engineer/Hydrologist	\$141.46			2/1/2026	1/31/2027	\$45.32	3%	
Staff Professional								
Sierra Phillips	\$137.34			2/1/2025	1/31/2026	\$44.00		Not Applicable
Engineer/Hydrologist	\$141.46			2/1/2026	1/31/2027	\$45.32	3%	
Staff Professional								
Jiovanna Garcia-Diaz	\$127.57	\$191.35	\$255.13	2/1/2025	1/31/2026	\$40.87		Not Applicable
Engineer/Hydrologist	\$131.39	\$197.09	\$262.78	2/1/2026	1/31/2027	\$42.10	3%	
Staff Professional								
Anders De Wit	\$117.05	\$175.57	\$234.09	2/1/2025	1/31/2026	\$37.50		Not Applicable
Hydrologist	\$120.56	\$180.84	\$241.12	2/1/2026	1/31/2027	\$38.63	3%	
Assistant Professional								
Andrew Marasco	\$123.23	\$184.84	\$246.45	2/1/2025	1/31/2026	\$39.48		Not Applicable
Hydrologist	\$126.92	\$190.39	\$253.85	2/1/2026	1/31/2027	\$40.66	3%	
Assistant Professional								
Ella Myr	\$117.05	\$175.57	\$234.09	2/1/2025	1/31/2026	\$37.50		Not Applicable
Hydrologist	\$120.56	\$180.84	\$241.12	2/1/2026	1/31/2027	\$38.63	3%	
Assistant Professional								
Rob Miller	\$112.37	\$168.55	\$224.73	2/1/2025	1/31/2026	\$36.00		Not Applicable
Hydrologist	\$115.74	\$173.60	\$231.47	2/1/2026	1/31/2027	\$37.08	3%	
Assistant Professional								
Tess Weathers	\$101.44	\$152.16	\$202.88	2/1/2025	1/31/2026	\$32.50		Not Applicable
Hydrologist	\$104.48	\$156.73	\$208.97	2/1/2026	1/31/2027	\$33.48	3%	
Assistant Professional								
Rachel Boitano	\$186.53			2/1/2025	1/31/2026	\$59.76		Not Applicable
Comptroller	\$192.12			2/1/2026	1/31/2027	\$61.55	3%	
Senior Project Administrator								
Tylor Christopher	\$137.15	\$205.72	\$274.30	2/1/2025	1/31/2026	\$43.94		

COST PROPOSAL

Page 2 of 3

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

Consultant

Balance Hydrologics, Inc.

Prime Consultant

☒ Subconsultant

Project No.

Contract No.

Date

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

Note: Add additional pages if necessary.

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 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.

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES

Effective February 1, 2025

COST PROPOSAL Page 3 of 3

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


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: <u>Colleen Haraden</u>	Title *: <u>Vice President, COO</u>
Signature: <u></u>	Date of Certification (mm/dd/yyyy): <u>10/17/2023</u>
Email: <u>rboitano@balancehydro.com</u>	Phone Number: <u>510-704-1000</u>
Address: <u>800 Bancroft Way, Suite 101</u>	
<u>Berkeley, CA 94710</u>	

* 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:

Balance will provide hydrologic support for CEQA, NEPA, HCP and specialized permits and stormwater modeling and management. Additionally, Balance can support habitat mitigation project with fluvial restoration projects.

EXHIBIT 10-H2 COST PROPOSAL

Page 1 of 2

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

Consultant or Subconsultant: M3 Environmental LLC ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. RFQ #10805 Contract No. Participation Amount: TBD Date: October 25, 2024

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	120.00%	Home Office ICR%
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
FEE %		=	10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Chris Gatward* Principal Exempt	242.00	N/C	N/C	7/1/2021	12/31/2021	100.00	0%	N/A
	254.10	N/C	N/C	1/1/2022	12/31/2022	105.00	5.00%	N/A
	266.81	N/C	N/C	1/1/2023	12/31/2023	110.25	5.00%	N/A
	280.14	N/C	N/C	1/1/2024	12/31/2024	115.76	5.00%	N/A
	294.15	N/C	N/C	1/1/2025	12/31/2025	121.55	5.00%	N/A
	308.86	N/C	N/C	1/1/2026	12/31/2026	127.63	5.00%	N/A
Victoria Gatward* Office Manager Exempt	145.20	N/C	N/C	7/1/2021	12/31/2021	60.00	0%	N/A
	152.46	N/C	N/C	1/1/2022	12/31/2022	63.00	5.00%	N/A
	160.08	N/C	N/C	1/1/2023	12/31/2023	66.15	5.00%	N/A
	168.09	N/C	N/C	1/1/2024	12/31/2024	69.46	5.00%	N/A
	176.49	N/C	N/C	1/1/2025	12/31/2025	72.93	5.00%	N/A
	185.32	N/C	N/C	1/1/2026	12/31/2026	76.58	5.00%	N/A
Staff TBD* Technician Non-Exempt	121.00	146.00	171.00	7/1/2021	12/31/2021	50.00	0%	N/A
	127.05	153.30	179.55	1/1/2022	12/31/2022	52.50	5.00%	N/A
	133.41	160.98	188.54	1/1/2023	12/31/2023	55.13	5.00%	N/A
	140.09	169.04	197.98	1/1/2024	12/31/2024	57.89	5.00%	N/A
	147.09	177.48	207.87	1/1/2025	12/31/2025	60.78	5.00%	N/A
	154.44	186.35	218.26	1/1/2026	12/31/2026	63.82	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL

Page 1 of 2

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

Consultant or Subconsultant: **M3 Environmental LLC** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. **RFQ #10805** Contract No. Participation Amount: **TBD** Date: **October 25, 2024**

For Combined Rate			
Fringe Benefit % + General & Administrative %	=	120.00%	Home Office ICR%
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
FEE %		=	10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Brent Weisbrod* CIH Exempt <i>Sub-Peak Environmental</i>	217.80	N/C	N/C	7/1/2021	12/31/2021	90.00	0%	N/A
	228.69	N/C	N/C	1/1/2022	12/31/2022	94.50	5.00%	N/A
	240.14	N/C	N/C	1/1/2023	12/31/2023	99.23	5.00%	N/A
	252.14	N/C	N/C	1/1/2024	12/31/2024	104.19	5.00%	N/A
	264.75	N/C	N/C	1/1/2025	12/31/2025	109.40	5.00%	N/A
	277.99	N/C	N/C	1/1/2026	12/31/2026	114.87	5.00%	N/A
Peter Cloven* Project Manager Exempt <i>Sub-Pinnacle Environmental</i>	217.80	N/C	N/C	7/1/2021	12/31/2021	90.00	0%	N/A
	228.69	N/C	N/C	1/1/2022	12/31/2022	94.50	5.00%	N/A
	240.14	N/C	N/C	1/1/2023	12/31/2023	99.23	5.00%	N/A
	252.14	N/C	N/C	1/1/2024	12/31/2024	104.19	5.00%	N/A
	264.75	N/C	N/C	1/1/2025	12/31/2025	109.40	5.00%	N/A
	277.99	N/C	N/C	1/1/2026	12/31/2026	114.87	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

Consultant or Subconsultant: M3 Environmental LLC

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. RFQ #10805Contract No. Participation Amount: TBDDate: October 25, 2024

For Combined Rate			
Fringe Benefit % + General & Administrative %		=	120.00% Home Office ICR%
OR			
For Home Office Rate			
Fringe Benefit % + General & Administrative %		=	0.00% Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General & Administrative %		=	0.00% Field Office ICR%
FEE %		=	10.0%

BILLING INFORMATION				CALCULATION INFORMATION				
Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			

- Notes:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
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 Page 2 of 3
SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: M3 Environmental LLC ☐ Prime Consultant ☒ Subconsultant
Project No. RFQ #10805 Contract No. _____ Date: 10/25/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	\$0.67	Actual Cost
Reprographics		EA		Actual Cost + 20%
Overnight Shipment/Delivery		EA		Actual Cost + 20%
Drilling		EA		Actual Cost + 20%
Rental Vehicle		EA		Actual Cost + 20%
Laboratory Testing		EA		Actual Cost + 50%
Travel/Per Diem		EA		Actual Cost
Permit Cost		EA		Actual 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 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

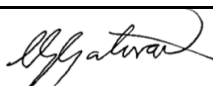
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Chris Gatward Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 10/25/2024

Email: chris@m3environmental.com Phone Number: 831-649-4623

Address: 22 Lower Ragsdale Drive, Suite E, 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 of services the consultant is providing under the proposed contract:

Asbestos, lead, mold, Industrial Hygiene, Phase I & II site assessments

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES**Effective February 1, 2025****Local Assistance Procedures Manual****EXHIBIT 10-H2****Cost Proposal****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 12/7/2021

For Combined Rate	Fringe Benefit % <u>77.35%</u>	+	General & Administration % <u>111.96%</u>	=	Combined Indirect Cost Rate (ICR) % <u>189.31%</u>
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 % = <u>10.00%</u>					

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	\$81.71	\$122.56	\$163.42	2/1/2022	12/31/2022	\$74.28	3.00%	Not Applicable
	\$84.16	\$126.24	\$168.32	1/1/2023	12/31/2023	\$76.51	3.00%	Not Applicable
	\$86.68	\$130.02	\$173.36	1/1/2024	12/31/2024	\$78.80	3.00%	
Civil Engineer II	\$89.80	\$134.71	\$179.61	1/1/2025	1/31/2025	\$81.64	3.00%	

(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 - UPDATED HOURLY BILLING RATES

Effective February 1, 2025

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. 0 Contract No. 0 Date 12/7/2021

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 purpose.

Exhibit 10-H1 Cost Proposal Page x of x**Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts**

(Design, Engineering and Environmental Studies)

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Franziska Church Title:* Principal

Signature:  Certification Date: 12/07/2021

Email: f.church@fehrandpeers.com Phone: (408) 645-7014

Address: 160 W. Santa Clara St. Suite 675, 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 A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

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)

2021 BILLING RATES

Note: Mark-ups are Not Allowed

Consultant AMBIENT Air Quality & Noise Consulting ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. N/A Contract No. TBD Participation Amount TBD Date 8/12/2021

Office Staff Rate Fringe % 51.75% + Overhead % 0.00% + G&A % 54.39% = Combined Indirect Cost Rate (ICR) % 106.14%

(= 0% if Included in OH)

(= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Kurt Legleiter/Principal/Classification I*	\$155.33	NA		1/1/2021	12/31/2021	\$68.50		NA
	\$159.99			1/1/2022	12/31/2022	\$70.56	3.00%	
	\$164.79			1/1/2023	12/31/2023	\$72.67	3.00%	
	\$169.73			1/1/2024	12/31/2024	\$74.85	3.00%	
	\$174.82			1/1/2025	4/2/2026	\$77.10	3.00%	
Air Quality & Noise Specialist	\$65.42	NA		1/1/2021	12/31/2021	\$28.85		NA
	\$67.38			1/1/2022	12/31/2022	\$29.72	3.00%	
	\$69.40			1/1/2023	12/31/2023	\$30.61	3.00%	
	\$71.48			1/1/2024	12/31/2024	\$31.53	3.00%	
	\$73.63			1/1/2025	4/2/2026	\$32.47	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 cognized agency or accepted by
- 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 - UPDATED HOURLY BILLING RATES

Effective February 1, 2025

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 AMBIENT Air Quality & Noise Consulting ☐ Prime Consultant ☒ Subconsultant
 Project No. N/A Contract No. TBD Date 8/12/2021

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT

DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Travel	TBD	1	Per Federal Per Diem Rate	TBD
Mileage	TBD	Miles	Per Federal Per Diem Rate	TBD
Subconsultant 1:				TBD
Subconsultant 2:				TBD
Subconsultant 3:				TBD
Subconsultant 4:				TBD
Subconsultant 5:				TBD

IMPORTANT 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 their 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 UNLIMITED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

Exhibit 10-H2
 Cost Proposal

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: Kurt Legleiter Title *: Principal
 Signature :  Date of Certification (mm/dd/yyyy): 8/12/2021
 Email: kurt@ambient.consulting Phone Number: 805-226-2727
 Address: 612 12th Street, Suite 201, Paso Robles, CA 93446

*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:

Air Quality, Greenhouse Gas, Energy Use, Noise and Groundborne Vibration Assessments

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

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 **Cornerstone Earth Group, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	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	=	%
-----	---	---

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			
Kurt Soenen – Project Manager * Sr. Principal Engineer	\$275.00	\$0.00	\$0.00	08/25/2021	08/24/2022	\$275.00		Not Applicable
	\$275.00	\$0.00	\$0.00	08/25/2022	08/24/2023	\$275.00	0.0%	
	\$275.00	\$0.00	\$0.00	08/25/2023	08/24/2024	\$275.00	0.0%	
Ron Helm – QA Reviewer * Sr. Principal Geologist	\$275.00	\$0.00	\$0.00	08/25/2021	08/24/2022	\$275.00		Not Applicable
	\$275.00	\$0.00	\$0.00	08/25/2022	08/24/2023	\$275.00	0.0%	
	\$275.00	\$0.00	\$0.00	08/25/2023	08/24/2024	\$275.00	0.0%	
Melanie Seydel – Project Engineer *	\$190.00	\$0.00	\$0.00	08/25/2021	08/24/2022	\$190.00		Not Applicable
	\$190.00	\$0.00	\$0.00	08/25/2022	08/24/2023	\$190.00	0.0%	
	\$190.00	\$0.00	\$0.00	08/25/2023	08/24/2024	\$190.00	0.0%	
Principal Engineer or Geologist	\$250.00	\$0.00	\$0.00	08/25/2021	08/24/2022	\$250.00		Not Applicable
	\$250.00	\$0.00	\$0.00	08/25/2022	08/24/2023	\$250.00	0.0%	
	\$250.00	\$0.00	\$0.00	08/25/2023	08/24/2024	\$250.00	0.0%	
Senior Project Engineer or Geologist	\$210.00	\$0.00	\$0.00	08/25/2021	08/24/2022	\$210.00		Not Applicable
	\$210.00	\$0.00	\$0.00	08/25/2022	08/24/2023	\$210.00	0.0%	
	\$210.00	\$0.00	\$0.00	08/25/2023	08/24/2024	\$210.00	0.0%	

(Add pages as necessary)

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

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			
Project Engineer or Geologist	\$190.00	\$0.00	\$0.00	08/25/2021	08/24/2022	\$190.00		Not Applicable
	\$190.00	\$0.00	\$0.00	08/25/2022	08/24/2023	\$190.00	0.0%	
	\$190.00	\$0.00	\$0.00	08/25/2023	08/24/2024	\$190.00	0.0%	
Senior Staff Engineer or Geologist **	\$175.00	\$262.50	\$350.00	08/25/2021	08/24/2022	\$175.00		Not Applicable
	\$175.00	\$262.50	\$350.00	08/25/2022	08/24/2023	\$175.00	0.0%	
	\$175.00	\$262.50	\$350.00	08/25/2023	08/24/2024	\$175.00	0.0%	
Staff Engineer or Geologist **	\$170.00	\$255.00	\$340.00	08/25/2021	08/24/2022	\$170.00		Not Applicable
	\$170.00	\$255.00	\$340.00	08/25/2022	08/24/2023	\$170.00	0.0%	
	\$170.00	\$255.00	\$340.00	08/25/2023	08/24/2024	\$170.00	0.0%	
Technical Illustrator/CAD Operator	\$135.00	\$202.50	\$270.00	08/25/2021	08/24/2022	\$135.00		Not Applicable
	\$135.00	\$202.50	\$270.00	08/25/2022	08/24/2023	\$135.00	0.0%	
	\$135.00	\$202.50	\$270.00	08/25/2023	08/24/2024	\$135.00	0.0%	
Administrative Assistant	\$90.00	\$135.00	\$180.00	08/25/2021	08/24/2022	\$90.00		Not Applicable
	\$90.00	\$135.00	\$180.00	08/25/2022	08/24/2023	\$90.00	0.0%	
	\$90.00	\$135.00	\$180.00	08/25/2023	08/24/2024	\$90.00	0.0%	

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

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 Page 2 of 3

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

Consultant **Cornerstone Earth Group, Inc.** ☐ Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle		Per Day	Actual Cost	
Equipment Charges		Per Day	Actual Cost	
Permit Fees		Per Location	Actual Cost	
Outside Laboratory Tests		Per Sample	Actual Cost	
Drilling/Sampling Equipment		Per Day	Actual Cost	
Subconsultant 1: ToxStrategies (health risk assessments)				
Subconsultant 2: Vista Environmental (asbestos/lead-based paint surveys)				
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.

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

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:

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: **Kurt M. Soenen, P.E.** Title *: **Vice President/Senior Principal Engineer**

Signature :  Date of Certification (mm/dd/yyyy): **08/18/2021**

Email: **ksoenen@cornerstoneearth.com** Phone Number: **(408) 245-4600 ext. 110**

Address: **1259 Oakmead Parkway, Sunnyvale, CA 94085**

* 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:

Phase I Environmental Site Assessments, Phase II Soil and Ground Water Quality Evaluation, Health Risk Assessments, Asbestos/Lead-Based Paint Surveys

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

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 Althouse & Meade, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date August 24, 2021

For Combined Rate	Fringe Benefit <u>28.55%</u> + Overhead <u>38%</u> + General & Administrative <u>30%</u>	=	<u>96.55%</u> 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	=	%
-----	---	---

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			
Jason Dart* Principal Biologist Exempt	\$160.01 \$163.21 \$166.48	N/A	N/A	08/25/2021 08/25/2022 08/25/2023	08/24/2022 08/24/2023 08/24/2024	\$74.01 \$75.49 \$77.00	2% 2%	
Greg Salas* Biological Supervisor Exempt	\$120.10 \$122.50 \$124.94	N/A	N/A	08/25/2021 08/25/2022 08/25/2023	08/24/2022 08/24/2023 08/24/2024	\$55.55 \$56.66 \$57.79	2% 2%	
Valerie Mattos* Biologist III/Project Manager Exempt	\$100.00 \$102.55 \$104.60	N/A	N/A	08/25/2021 08/25/2022 08/25/2023	08/24/2022 08/24/2023 08/24/2024	\$46.50 \$47.43 \$48.38	2% 2%	
Various Principal Scientist Exempt	\$180.53 \$184.14 \$187.82	N/A	N/A	08/25/2021 08/25/2022 08/25/2023	08/24/2022 08/24/2023 08/24/2024	\$83.50 \$85.17 \$86.87	2% 2%	

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

Various Exempt	Biologist III	\$95.13	N/A	N/A	08/25/2021	08/24/2022	\$44.00	2% 2%	
		\$97.03			08/25/2022	08/24/2023	\$44.88		
		\$98.98			08/25/2023	08/24/2024	\$45.78		
Various Exempt	Sr. Biologist/Project Manager	\$120.10	N/A	N/A	08/25/2021	08/24/2022	\$55.55	2% 2%	
		\$122.50			08/25/2022	08/24/2023	\$56.66		
		\$124.94			08/25/2023	08/24/2024	\$57.79		
Various Editor Exempt	Technical	\$86.48	N/A	N/A	08/25/2021	08/24/2022	\$40.00	2% 2%	
		\$88.21			08/25/2022	08/24/2023	\$40.80		
		\$89.98			08/25/2023	08/24/2024	\$41.62		

(Add pages as necessary)

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

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 Page 2 of 3

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

Consultant Althouse and Meade, Inc. ☐ Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. _____ Date August 24, 2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	mile	\$0.56	\$0.56/mile
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:

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.

EXHIBIT A-1 - UPDATED HOURLY BILLING RATES
Effective February 1, 2025

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

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:

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: [Dan Meade, Althouse and Meade, Inc.](#) Title *: [Principal Scientist](#)

Signature: *Daniel E. Meade* Date of Certification (mm/dd/yyyy): [08/24/2021](#)

Email: dan@althouseandmeade.com Phone Number: [805-237-9626](#)

Address: [1602 Spring Street, CA 93446](#)

* 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:

[Biological and Environmental Services](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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 (HD) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: Elizabeth Lee PHONE (A/C, No, Ext): 925-448-2543 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS: elizabethl@heffins.com														
INSURED Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey CA 93940	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B: The Hanover American Insurance Company</td> <td style="text-align: center;">36064</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of America	31534	INSURER B: The Hanover American Insurance Company	36064	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Citizens Insurance Company of America	31534														
INSURER B: The Hanover American Insurance Company	36064														
INSURER C: Continental Casualty Company	20443														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1822778481**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														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <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: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y		OB3-9169912-13	9/1/2024	9/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			OB3-9169912-13	9/1/2024	9/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			OB3-9169912-13	9/1/2024	9/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
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 / A	WZ3-9169906-13	9/1/2024	9/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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						
<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																				
C	Professional Liability Pollution Incident Liability			EEH276198480	11/5/2024	11/5/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER CLAIM</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	PER CLAIM	\$2,000,000	AGGREGATE	\$2,000,000										
PER CLAIM	\$2,000,000																				
AGGREGATE	\$2,000,000																				

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

Re: As Per Contract or Agreement on File with the Insured. County of Monterey Contracts & Purchasing Division, The County of Monterey, Its Officers, Agents and Employees are included as an additional insured and primary with respects to the General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 168 W. Alisal St., 3rd Fl.
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number: OB3-9169912-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

- (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
- (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY:**

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:**

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) 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; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** 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.

- c. 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.

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

e. Method of Sharing

If all of 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.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. 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.

I. Premiums

- 1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
- 2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

- 3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and

- b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

- 4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

- 1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
- 2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

- 1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to SECTION II - LIABILITY Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.