

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

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15642 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and MNS Engineers, 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-15642 with County on December 15, 2021 (hereinafter, “Agreement”) to provide on-call civil engineering services for transportation projects located in Monterey County, Request for Qualifications (RFQ) #10806 (hereinafter, “services”), through December 6, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$1,000,000; and

WHEREAS, provisions of the Agreement require an update; and

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

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

WHEREAS, the Parties wish to amend the Agreement to update the provisions, update Exhibit 10-H2 Cost Proposal in Exhibit A retroactive and effective December 7, 2021 with no term extension or associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1 - Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”, retroactive and effective December 7, 2021.
2. Delete CONTRACTOR’s Exhibit 10-H2 Cost Proposal of the Caltrans LAPM in Exhibit A of the Agreement and replace with Exhibit A-1 - Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors, retroactive and effective December 7, 2021.

3. In all places within the Agreement, any reference to CONTRACTOR's Exhibit 10-H2 Cost Proposal of the Caltrans LAPM in Exhibit A of the Agreement, is hereby replaced with Exhibit A-1 - Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors, retroactive and effective December 7, 2021.

4. Amend Paragraph 11, "Non-Discrimination", to read as follows:

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

5. Amend Agreement to add Paragraph 16, "Compliance with Applicable Laws", as follows:

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

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

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

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

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality

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

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

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

7. 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.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. 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

CONTRACTOR*

By: DocuSigned by:
Angelica Kulas
4DF0C1178E79945L
Contracts/Purchasing Officer

MNS Engineers, Inc.
Contractor's Business Name

Date: 2/28/2023 | 12:20 PM PST

By: DocuSigned by:
Jeff Edwards
717C8137DB1641C
(Signature of Chair, President or Vice President)

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

Its: Jeff Edwards, Vice President
(Print Name and Title)

By: DocuSigned by:
Mary Grace Perry
A1939282E7474E2...
Mary Grace Perry
Deputy County Counsel

Date: 2/15/2023 | 4:23 PM PST

Date: 2/16/2023 | 2:17 PM PST

By: DocuSigned by:
Shawn Kowalewski
5D1F6FF9A231A86
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Shawn Kowalewski, Assistant Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth
4E7E637675434FE...
Auditor/Controller

Date: 2/16/2023 | 9:11 AM PST

Date: 2/17/2023 | 12:38 PM PST

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

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

*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.

Retroactive and effective December 7, 2021

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)

Consultant MNS Engineers, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ TBD Date 8/4/2021

For Combined Rate					
Fringe Benefit 53.73%	+	Overhead 69.66%	+	General Administrative	= 123.39% Combined IRC %

OR

For Home Office Rate					
Fringe Benefit _____	+	Overhead _____	+	General Administrative _____	= 0.00% Home Office IRC %

For Field Office Rate					
Fringe Benefit _____	+	Overhead _____	+	General Administrative _____	= 0.00% Field Office IRC %

FEB= 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 classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
Jeff Edwards Principal-In-Charge	\$254.01	\$ 254.01	\$ 254.01	01/01/21	12/31/21	\$ 103.37	3.5%	
	\$262.90	\$ 262.90	\$ 262.90	01/01/22	12/31/22	\$ 106.99	3.5%	
	\$272.10	\$ 272.10	\$ 272.10	01/01/23	12/31/23	\$ 110.73	3.5%	
	\$281.62	\$ 281.62	\$ 281.62	01/01/24	12/31/24	\$ 114.61	3.5%	
	\$291.48	\$ 291.48	\$ 291.48	01/01/25	12/31/25	\$ 118.62	3.5%	
Martha Dadala* Design Engineer Lead	\$271.72	\$ 271.72	\$ 271.72	01/01/21	12/31/21	\$ 110.58	3.5%	
	\$281.23	\$ 281.23	\$ 281.23	01/01/22	12/31/22	\$ 114.45	3.5%	
	\$291.08	\$ 291.08	\$ 291.08	01/01/23	12/31/23	\$ 118.46	3.5%	
	\$301.26	\$ 301.26	\$ 301.26	01/01/24	12/31/24	\$ 122.60	3.5%	
	\$311.81	\$ 311.81	\$ 311.81	01/01/25	12/31/25	\$ 126.89	3.5%	
Alex Ng* Supervising Engineer	\$179.58	\$ 179.58	\$ 179.58	01/01/21	12/31/21	\$ 73.08	3.5%	
	\$185.86	\$ 185.86	\$ 185.86	01/01/22	12/31/22	\$ 75.64	3.5%	
	\$192.37	\$ 192.37	\$ 192.37	01/01/23	12/31/23	\$ 78.29	3.5%	
	\$199.10	\$ 199.10	\$ 199.10	01/01/24	12/31/24	\$ 81.03	3.5%	
	\$206.07	\$ 206.07	\$ 206.07	01/01/25	12/31/25	\$ 83.86	3.5%	
Kent Kankee Supervising Engineer	\$151.22	\$ 226.83	\$ 302.44	01/01/21	12/31/21	\$ 61.54	3.5%	
	\$156.51	\$ 234.77	\$ 313.02	01/01/22	12/31/22	\$ 63.69	3.5%	
	\$161.99	\$ 242.99	\$ 323.98	01/01/23	12/31/23	\$ 65.92	3.5%	
	\$167.66	\$ 251.49	\$ 335.32	01/01/24	12/31/24	\$ 68.23	3.5%	
	\$173.53	\$ 260.29	\$ 347.06	01/01/25	12/31/25	\$ 70.62	3.5%	
Vidya Devarajan Senior Project Engineer	\$122.27	\$ 183.41	\$ 244.55	01/01/21	12/31/21	\$ 49.76	3.5%	
	\$126.55	\$ 189.83	\$ 253.11	01/01/22	12/31/22	\$ 51.50	3.5%	
	\$130.98	\$ 196.47	\$ 261.96	01/01/23	12/31/23	\$ 53.30	3.5%	
	\$135.57	\$ 203.35	\$ 271.13	01/01/24	12/31/24	\$ 55.17	3.5%	
	\$140.31	\$ 210.47	\$ 280.62	01/01/25	12/31/25	\$ 57.10	3.5%	
Francisco Zinkewicht Senior Project Engineer	\$129.94	\$ 194.91	\$ 259.88	01/01/21	12/31/21	\$ 52.88	3.5%	
	\$134.49	\$ 201.73	\$ 268.98	01/01/22	12/31/22	\$ 54.73	3.5%	
	\$139.19	\$ 208.79	\$ 278.39	01/01/23	12/31/23	\$ 56.65	3.5%	
	\$144.07	\$ 216.10	\$ 288.13	01/01/24	12/31/24	\$ 58.63	3.5%	
	\$149.11	\$ 223.66	\$ 298.22	01/01/25	12/31/25	\$ 60.68	3.5%	
Sam Potts Associate Engineer	\$86.25	\$ 129.37	\$ 172.50	01/01/21	12/31/21	\$ 35.10	3.5%	
	\$89.27	\$ 133.90	\$ 178.54	01/01/22	12/31/22	\$ 36.33	3.5%	
	\$92.39	\$ 138.59	\$ 184.79	01/01/23	12/31/23	\$ 37.60	3.5%	
	\$95.63	\$ 143.44	\$ 191.25	01/01/24	12/31/24	\$ 38.92	3.5%	
	\$98.97	\$ 148.46	\$ 197.95	01/01/25	12/31/25	\$ 40.28	3.5%	
Robert Wilcox Associate Engineer	\$89.79	\$ 134.68	\$ 179.58	01/01/21	12/31/21	\$ 36.54	3.5%	
	\$92.93	\$ 139.40	\$ 185.86	01/01/22	12/31/22	\$ 37.82	3.5%	
	\$96.18	\$ 144.27	\$ 192.37	01/01/23	12/31/23	\$ 39.14	3.5%	
	\$99.55	\$ 149.32	\$ 199.10	01/01/24	12/31/24	\$ 40.51	3.5%	
	\$103.03	\$ 154.55	\$ 206.07	01/01/25	12/31/25	\$ 41.93	3.5%	
Skip Burns CADD Support	\$132.32	\$ 198.48	\$ 264.65	01/01/21	12/31/21	\$ 53.85	3.5%	
	\$136.95	\$ 205.43	\$ 273.91	01/01/22	12/31/22	\$ 55.73	3.5%	
	\$141.75	\$ 212.62	\$ 283.50	01/01/23	12/31/23	\$ 57.69	3.5%	
	\$146.71	\$ 220.06	\$ 293.42	01/01/24	12/31/24	\$ 59.70	3.5%	
	\$151.84	\$ 227.77	\$ 303.69	01/01/25	12/31/25	\$ 61.79	3.5%	

**IBIT 10-H2 COST PROPOSAL for
CONTRACTOR and SUBCONTRACTORS**

Retroactive and effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H2
Cost Proposal

Oscar Hernandez CADD Support	\$102.27	\$ 153.41	\$ 204.54	01/01/21	12/31/21	\$ 41.62	3.5%
	\$105.85	\$ 158.78	\$ 211.70	01/01/22	12/31/22	\$ 43.08	3.5%
	\$109.56	\$ 164.33	\$ 219.11	01/01/23	12/31/23	\$ 44.58	3.5%
	\$113.39	\$ 170.08	\$ 226.78	01/01/24	12/31/24	\$ 46.14	3.5%
	\$117.36	\$ 176.04	\$ 234.72	01/01/25	12/31/25	\$ 47.76	3.5%
David Royer Traffic/Noise Engineer	\$189.82	\$ 284.73	\$ 379.65	01/01/21	12/31/21	\$ 77.25	3.5%
	\$196.47	\$ 294.70	\$ 392.93	01/01/22	12/31/22	\$ 79.95	3.5%
	\$203.34	\$ 305.01	\$ 406.69	01/01/23	12/31/23	\$ 82.75	3.5%
	\$210.46	\$ 315.69	\$ 420.92	01/01/24	12/31/24	\$ 85.65	3.5%
	\$217.83	\$ 326.74	\$ 435.65	01/01/25	12/31/25	\$ 88.65	3.5%
Craig Snell Permits/NPDES	\$107.41	\$ 161.11	\$ 214.81	01/01/21	12/31/21	\$ 43.71	3.5%
	\$111.17	\$ 166.75	\$ 222.33	01/01/22	12/31/22	\$ 45.24	3.5%
	\$115.06	\$ 172.59	\$ 230.11	01/01/23	12/31/23	\$ 46.82	3.5%
	\$119.08	\$ 178.63	\$ 238.17	01/01/24	12/31/24	\$ 48.46	3.5%
	\$123.25	\$ 184.88	\$ 246.50	01/01/25	12/31/25	\$ 50.16	3.5%
Mary Zepeda Permits/NPDES	\$98.63	\$ 147.95	\$ 197.27	01/01/21	12/31/21	\$ 40.14	3.5%
	\$102.09	\$ 153.13	\$ 204.17	01/01/22	12/31/22	\$ 41.54	3.5%
	\$105.66	\$ 158.49	\$ 211.32	01/01/23	12/31/23	\$ 43.00	3.5%
	\$109.36	\$ 164.04	\$ 218.72	01/01/24	12/31/24	\$ 44.50	3.5%
	\$113.19	\$ 169.78	\$ 226.37	01/01/25	12/31/25	\$ 46.06	3.5%
Sheri Lubin Permits/NPDES	\$106.28	\$ 159.41	\$ 212.55	01/01/21	12/31/21	\$ 43.25	3.5%
	\$110.00	\$ 164.99	\$ 219.99	01/01/22	12/31/22	\$ 44.76	3.5%
	\$113.85	\$ 170.77	\$ 227.69	01/01/23	12/31/23	\$ 46.33	3.5%
	\$117.83	\$ 176.75	\$ 235.66	01/01/24	12/31/24	\$ 47.95	3.5%
	\$121.95	\$ 182.93	\$ 243.91	01/01/25	12/31/25	\$ 49.63	3.5%
Nick Panofsky Hydrology Engineer	\$156.48	\$ 234.72	\$ 312.96	01/01/21	12/31/21	\$ 63.68	3.5%
	\$161.95	\$ 242.93	\$ 323.91	01/01/22	12/31/22	\$ 65.91	3.5%
	\$167.62	\$ 251.43	\$ 335.25	01/01/23	12/31/23	\$ 68.22	3.5%
	\$173.49	\$ 260.24	\$ 346.98	01/01/24	12/31/24	\$ 70.60	3.5%
	\$179.56	\$ 269.34	\$ 359.12	01/01/25	12/31/25	\$ 73.07	3.5%
Tyler Hunt Hydrology Engineer	\$161.27	\$ 241.90	\$ 322.54	01/01/21	12/31/21	\$ 65.63	3.5%
	\$166.91	\$ 250.37	\$ 333.83	01/01/22	12/31/22	\$ 67.93	3.5%
	\$172.76	\$ 259.13	\$ 345.51	01/01/23	12/31/23	\$ 70.30	3.5%
	\$178.80	\$ 268.20	\$ 357.61	01/01/24	12/31/24	\$ 72.77	3.5%
	\$185.06	\$ 277.59	\$ 370.12	01/01/25	12/31/25	\$ 75.31	3.5%
Mark Reinhardt* Survey/ROW Lead	\$277.62	\$ 416.43	\$ 555.24	01/01/21	12/31/21	\$ 112.98	3.5%
	\$287.34	\$ 431.01	\$ 574.68	01/01/22	12/31/22	\$ 116.93	3.5%
	\$297.39	\$ 446.09	\$ 594.79	01/01/23	12/31/23	\$ 121.03	3.5%
	\$307.80	\$ 461.70	\$ 615.61	01/01/24	12/31/24	\$ 125.26	3.5%
	\$318.58	\$ 477.86	\$ 637.15	01/01/25	12/31/25	\$ 129.65	3.5%
Fred Tice Principal Land Surveyor	\$163.04	\$ 244.56	\$ 326.08	01/01/21	12/31/21	\$ 66.35	3.5%
	\$168.75	\$ 253.12	\$ 337.49	01/01/22	12/31/22	\$ 68.67	3.5%
	\$174.65	\$ 261.98	\$ 349.30	01/01/23	12/31/23	\$ 71.08	3.5%
	\$180.76	\$ 271.15	\$ 361.53	01/01/24	12/31/24	\$ 73.56	3.5%
	\$187.09	\$ 280.64	\$ 374.18	01/01/25	12/31/25	\$ 76.14	3.5%
Chris Vandrey Principal Land Surveyor	\$147.68	\$ 221.52	\$ 295.36	01/01/21	12/31/21	\$ 60.10	3.5%
	\$152.85	\$ 229.27	\$ 305.70	01/01/22	12/31/22	\$ 62.20	3.5%
	\$158.20	\$ 237.30	\$ 316.40	01/01/23	12/31/23	\$ 64.38	3.5%
	\$163.74	\$ 245.61	\$ 327.47	01/01/24	12/31/24	\$ 66.63	3.5%
	\$169.47	\$ 254.20	\$ 338.94	01/01/25	12/31/25	\$ 68.97	3.5%
Shane Sobecki Principal Land Surveyor	\$153.58	\$ 230.37	\$ 307.16	01/01/21	12/31/21	\$ 62.50	3.5%
	\$158.95	\$ 238.43	\$ 317.91	01/01/22	12/31/22	\$ 64.69	3.5%
	\$164.52	\$ 246.78	\$ 329.03	01/01/23	12/31/23	\$ 66.95	3.5%
	\$170.28	\$ 255.41	\$ 340.55	01/01/24	12/31/24	\$ 69.29	3.5%
	\$176.23	\$ 264.35	\$ 352.47	01/01/25	12/31/25	\$ 71.72	3.5%
Justin Dickerson Field Surveyor**	\$136.65	\$ 204.97	\$ 273.30	01/01/21	12/31/21	\$ 55.61	3.5%
	\$141.43	\$ 212.15	\$ 282.86	01/01/22	12/31/22	\$ 57.56	3.5%
	\$146.38	\$ 219.57	\$ 292.76	01/01/23	12/31/23	\$ 59.57	3.5%
	\$151.50	\$ 227.26	\$ 303.01	01/01/24	12/31/24	\$ 61.66	3.5%
	\$156.81	\$ 235.21	\$ 313.61	01/01/25	12/31/25	\$ 63.81	3.5%
Hector Perez Field Surveyor**	\$131.61	\$ 197.42	\$ 263.22	01/01/21	12/31/21	\$ 53.56	3.5%
	\$136.22	\$ 204.33	\$ 272.43	01/01/22	12/31/22	\$ 55.43	3.5%
	\$140.98	\$ 211.48	\$ 281.97	01/01/23	12/31/23	\$ 57.37	3.5%
	\$145.92	\$ 218.88	\$ 291.84	01/01/24	12/31/24	\$ 59.38	3.5%
	\$151.03	\$ 226.54	\$ 302.05	01/01/25	12/31/25	\$ 61.46	3.5%
Jacob Yost Field Surveyor**	\$122.57	\$ 183.85	\$ 245.14	01/01/21	12/31/21	\$ 49.88	3.5%
	\$126.86	\$ 190.29	\$ 253.72	01/01/22	12/31/22	\$ 51.63	3.5%
	\$131.30	\$ 196.95	\$ 262.60	01/01/23	12/31/23	\$ 53.43	3.5%
	\$135.89	\$ 203.84	\$ 271.79	01/01/24	12/31/24	\$ 55.30	3.5%
	\$140.65	\$ 210.97	\$ 281.30	01/01/25	12/31/25	\$ 57.24	3.5%

**IBIT 10-H2 COST PROPOSAL for
CONTRACTOR and SUBCONTRACTORS**

Retroactive and effective December 7, 2021

Local Assistance Procedures Manual

Exhibit 10-H2
Cost Proposal

Robert Starr CADD/Research Technician	\$102.05	\$ 153.07	\$ 204.10	01/01/21	12/31/21	\$ 41.53	3.5%
	\$105.62	\$ 158.43	\$ 211.24	01/01/22	12/31/22	\$ 42.98	3.5%
	\$109.32	\$ 163.98	\$ 218.64	01/01/23	12/31/23	\$ 44.49	3.5%
	\$113.14	\$ 169.72	\$ 226.29	01/01/24	12/31/24	\$ 46.05	3.5%
	\$117.10	\$ 175.66	\$ 234.21	01/01/25	12/31/25	\$ 47.66	3.5%
Richard Sleeman CADD/Research Technician	\$90.92	\$ 136.38	\$ 181.84	01/01/21	12/31/21	\$ 37.00	3.5%
	\$94.10	\$ 141.15	\$ 188.20	01/01/22	12/31/22	\$ 38.30	3.5%
	\$97.39	\$ 146.09	\$ 194.79	01/01/23	12/31/23	\$ 39.64	3.5%
	\$100.80	\$ 151.20	\$ 201.61	01/01/24	12/31/24	\$ 41.02	3.5%
	\$104.33	\$ 156.50	\$ 208.66	01/01/25	12/31/25	\$ 42.46	3.5%
Masa Ueoka CADD/Research Technician	\$117.95	\$ 176.92	\$ 235.90	01/01/21	12/31/21	\$ 48.00	3.5%
	\$122.08	\$ 183.11	\$ 244.15	01/01/22	12/31/22	\$ 49.68	3.5%
	\$126.35	\$ 189.52	\$ 252.70	01/01/23	12/31/23	\$ 51.42	3.5%
	\$130.77	\$ 196.16	\$ 261.54	01/01/24	12/31/24	\$ 53.22	3.5%
	\$135.35	\$ 203.02	\$ 270.70	01/01/25	12/31/25	\$ 55.08	3.5%

(Add Pages as necessary)

NOTES:

1. Key personnel MUST be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisk(**). All Cost must comply with the Federal cost principals. 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 cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the 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 MNS Engineers, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date 8/4/2021

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

Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies	Note 4			
Travel	Note 6			
Plan Sheets				
Vehicle				
Subconsultant 1: G7ei, Inc. (see attached Exhibit 10-H2)				
Subconsultant 2: Hamner, Jewell & Associates (see attached Exhibit 10-H2)				
Subconsultant 3: G7ei, Inc. (see attached Exhibit 10-H2)				
Subconsultant 4: Pacific Crest Engineering, Inc. (see attached Exhibit 10-H2)				
Subconsultant 5: Rincon (see attached Exhibit 10-H2)				

(Add Pages as necessary)

NOTES:

1. List direct cost items with estimated costs. These cost 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 preapproved 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 cost 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principals.
10. Add 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: Jeff Edwards Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 08/09/2021

Email: Jedwards@mnsengineers.com Phone Number: 805-692-6921

Address: 201 N. Calle Cesar Chavez, Ste. 300, Santa Barbara, CA 93103

* 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:

Engineering and surveying services

Retroactive and effective December 7, 2021

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MNS Engineers, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ TBD Date 12/7/2022

For Combined Rate
Fringe Benefit 53.73% + Overhead 69.66% + General Administrative _____ = 123.39% Combined IRC %

OR

For Home Office Rate
Fringe Benefit _____ + Overhead _____ + General Administrative _____ = 0.00% Home Office IRC%

For Field Office Rate
Fringe Benefit _____ + Overhead _____ + General Administrative _____ = 0.00% Field Office IRC %

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 classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
Senior Project Manager	\$168.89	\$ 168.89	\$ 168.89	01/01/21	12/31/21	\$ 68.73	3.5%	
	\$174.80	\$ 174.80	\$ 174.80	01/01/22	12/31/22	\$ 71.14	3.5%	
	\$180.92	\$ 180.92	\$ 180.92	01/01/23	12/31/23	\$ 73.63	3.5%	
	\$187.25	\$ 187.25	\$ 187.25	01/01/24	12/31/24	\$ 76.20	3.5%	
	\$193.80	\$ 193.80	\$ 193.80	01/01/25	12/31/25	\$ 78.87	3.5%	
Senior Grant Writer	\$124.34	\$ 186.51	\$ 248.67	01/01/21	12/31/21	\$ 50.60	3.5%	
	\$128.69	\$ 193.03	\$ 257.38	01/01/22	12/31/22	\$ 52.37	3.5%	
	\$133.19	\$ 199.79	\$ 266.39	01/01/23	12/31/23	\$ 54.20	3.5%	
	\$137.85	\$ 206.78	\$ 275.71	01/01/24	12/31/24	\$ 56.10	3.5%	
	\$142.68	\$ 214.02	\$ 285.36	01/01/25	12/31/25	\$ 58.06	3.5%	

Grant Writer	\$73.47	\$ 110.21	\$ 146.94	01/01/21	12/31/21	\$ 29.90	3.5%	
	\$76.04	\$ 114.07	\$ 152.09	01/01/22	12/31/22	\$ 30.95	3.5%	
	\$78.71	\$ 118.06	\$ 157.41	01/01/23	12/31/23	\$ 32.03	3.5%	
	\$81.46	\$ 122.19	\$ 162.92	01/01/24	12/31/24	\$ 33.15	3.5%	
	\$84.31	\$ 126.47	\$ 168.62	01/01/25	12/31/25	\$ 34.31	3.5%	
Associate Grant Writer	\$64.50	\$ 96.75	\$ 129.01	01/01/21	12/31/21	\$ 26.25	3.5%	
	\$66.76	\$ 100.14	\$ 133.52	01/01/22	12/31/22	\$ 27.17	3.5%	
	\$69.10	\$ 103.65	\$ 138.19	01/01/23	12/31/23	\$ 28.12	3.5%	
	\$71.52	\$ 107.27	\$ 143.03	01/01/24	12/31/24	\$ 29.10	3.5%	
	\$74.02	\$ 111.03	\$ 148.04	01/01/25	12/31/25	\$ 30.12	3.5%	
Assistant Grant Writer	\$61.43	\$ 92.15	\$ 122.86	01/01/21	12/31/21	\$ 25.00	3.5%	
	\$63.58	\$ 95.37	\$ 127.16	01/01/22	12/31/22	\$ 25.88	3.5%	
	\$65.81	\$ 98.71	\$ 131.61	01/01/23	12/31/23	\$ 26.78	3.5%	
	\$68.11	\$ 102.17	\$ 136.22	01/01/24	12/31/24	\$ 27.72	3.5%	
	\$70.49	\$ 105.74	\$ 140.99	01/01/25	12/31/25	\$ 28.69	3.5%	

(Add Pages as necessary)

NOTES:

1. Key personnel MUST be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisk(**) . All Cost must comply with the Federal cost principals. 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 cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the 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 MNS Engineers, Inc. Prime Consultant Subconsultant

Project No. _____ Contract No. - Date 12/7/2022

SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary)				
Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies	Note 4			
Travel	Note 6			
Plan Sheets				
Vehicle				
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

(Add Pages as necessary)

NOTES:

- List direct cost items with estimated costs. These cost 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 preapproved 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 cost 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 principals.
- Add pages if necessary.
- Subconsultants must provide their own cost proposals.

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 MNS Engineers, 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			
Greg Jaquez Design Engineer Lead	\$281.23	\$281.23	\$281.23	01/01/22	12/31/22	\$114.45	3.5%	Not Applicable
	\$291.08	\$291.08	\$291.08	01/01/23	12/31/23	\$118.46	3.5%	
	\$301.26	\$301.26	\$301.26	01/01/24	12/31/24	\$122.60	3.5%	
Monica Killen Permits	\$111.17	\$166.75	\$222.33	01/01/22	12/31/22	\$67.39	3.5%	Not Applicable
	\$115.06	\$172.59	\$230.11	01/01/23	12/31/23	\$69.75	3.5%	
	\$119.08	\$178.63	\$238.17	01/01/24	12/31/24	\$72.19	3.5%	
Helen Maggitti, Beth Reineke, Taylor Gullikson, Liliya Devishev Permits	\$110.00	\$164.99	\$219.99	01/01/22	12/31/22	\$56.86	3.5%	Not Applicable
	\$113.85	\$170.77	\$227.69	01/01/23	12/31/23	\$58.85	3.5%	
	\$117.83	\$176.75	\$235.66	01/01/24	12/31/24	\$60.91	3.5%	

(Add pages as necessary)

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 MNS Engineers, 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			
Greg Jaquez Design Engineer Lead	\$311.81	\$311.81	\$311.81	01/01/25	12/31/25	\$126.89	3.5%	Not Applicable
Monica Killen Permits	\$123.25	\$184.88	\$246.50	01/01/25	12/31/25	\$74.71	3.5%	Not Applicable
Helen Maggitti, Beth Reineke, Taylor Gullikson, Liliya Devishev Permits	\$121.95	\$182.93	\$243.91	01/01/25	12/31/25	\$63.05	3.5%	Not Applicable

(Add pages as necessary)

Retroactive and effective December 7, 2021

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)

Consultant G7BI INC. Prime Consultant Subconsultant 2nd Tier Subconsultant
Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 8/8/2021

For Combined Rate					
Fringe Benefit 0.48%	+	Overhead 10.40%	+	General Administrative 27.70%	= 38.58% Combined IRC %

OR

For Home Office Rate					
Fringe Benefit _____	+	Overhead _____	+	General Administrative _____	= 0.00% Home Office IRC %

For Field Office Rate					
Fringe Benefit _____	+	Overhead _____	+	General Administrative _____	= 0.00% Field Office IRC %

FEB= 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 classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
Paul Greenway Principal Project Manager	\$228.66	\$ 342.99	\$ 457.31	01/01/21	12/31/21	\$ 150.00	3.5%	Not Applicable
	\$236.66	\$ 354.99	\$ 473.32	01/01/22	12/31/22		3.5%	Not Applicable
	\$244.94	\$ 367.41	\$ 489.89	01/01/23	12/31/23		3.5%	Not Applicable
	\$253.52	\$ 380.27	\$ 507.03	01/01/24	12/31/24		3.5%	Not Applicable
	\$262.39	\$ 393.58	\$ 524.78	01/01/25	12/31/25		3.5%	Not Applicable

(Add Pages as necessary)

NOTES:

1. Key personnel MUST be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisk(**). All Cost must comply with the Federal cost principals. 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 cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the 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 G7E1 INC. Prime Consultant Subconsultant
Project No. _____ Contract No. _____ Date 8/8/2021

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

Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs				Federal Mileage Rate
Equipment Rental and Supplies	Note 4			Direct Cost +10%
Travel	Note 6			Direct Cost +10%
Plan Sheets				Direct Cost +10%
Vehicle				Not applicable
Subconsultant 1:				Cost +10% (if required)
Subconsultant 2:				Cost +10% (if required)
Subconsultant 3:				Cost +10% (if required)
Subconsultant 4:				Cost +10% (if required)
Subconsultant 5:				Cost +10% (if required)

(Add Pages as necessary)

NOTES:

1. List direct cost items with estimated costs. These cost 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 preapproved 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 cost 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principals.
10. Add pages if necessary.
11. Subconsultants must provide their own cost proposals.

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Paul Greenway Title *: President

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

Email: Paul@G7ei.com Phone Number: 831-400-8964

Address: 525 Strawberry Road, Royal Oaks, CA 95076

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

List services the consultant is providing under the proposed contract:

Project Management

**EXHIBIT A-1 - EXHIBIT 10-H2 COST PROPOSAL for
CONTRACTOR and SUBCONTRACTORS**

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

Retroactive and effective December 7, 2021

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant: Beacon Integrated Professional Resources, Inc., dba Hamner, Jewell & Associates

Prime Consultant
 Subconsultant
 2nd Tier Subconsultant

Project No.	On-Call/ As-Needed	Contract No.	Participation Amount \$	Date 7/23/2021
For Combined Rate				
Fringe Benefit	0.00%	+	General & Administrative 165.21%	= Combined ICR 165.21%
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%

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			
Lillian Jewell* Managing Senior Associate Exempt	\$287.52 \$296.15 \$305.03 \$314.18 \$323.61			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$98.56 \$101.51 \$104.56 \$107.70 \$110.93	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable
Senior Associate II Pool Non-Exempt Hourly or Exempt	\$189.63 \$195.31 \$201.17 \$207.21 \$213.42			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$65.00 \$66.95 \$68.96 \$71.03 \$73.16	3.00% 3.00% 3.00% 3.00% 3.00%	\$50-\$65
Senior Associate I Pool Non-Exempt Hourly	\$160.45 \$165.27 \$170.22 \$175.33 \$180.59			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$55.00 \$56.65 \$58.35 \$60.10 \$61.90	3.00% 3.00% 3.00% 3.00% 3.00%	\$45-\$60
Associate II Pool Non-Exempt Hourly	\$131.28 \$135.22 \$139.27 \$143.45 \$147.76			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$45.00 \$46.35 \$47.74 \$49.17 \$50.65	3.00% 3.00% 3.00% 3.00% 3.00%	\$40-\$50
Associate I / Right of Way Agent Pool Non-Exempt Hourly	\$116.69 \$120.19 \$123.80 \$127.51 \$131.34			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$40.00 \$41.20 \$42.44 \$43.71 \$45.02	3.00% 3.00% 3.00% 3.00% 3.00%	\$30-\$45
Contract Admin / Business Admin Pool Non-Exempt Hourly or Exempt	\$175.04 \$180.29 \$185.70 \$191.27 \$197.01			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$60.00 \$61.80 \$63.65 \$65.56 \$67.53	3.00% 3.00% 3.00% 3.00% 3.00%	\$40-\$60
Transaction Coordinator Pool Non-Exempt Hourly	\$107.94 \$111.18 \$114.51 \$117.95 \$121.49			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$37.00 \$38.11 \$39.25 \$40.43 \$41.64	3.00% 3.00% 3.00% 3.00% 3.00%	\$37-\$40
Clerical / Transaction Assistant Pool Non-Exempt Hourly	\$67.10 \$69.11 \$71.18 \$73.32 \$75.52			7/1/2021 7/1/2022 7/1/2023 7/1/2024 7/1/2025	6/30/2022 6/30/2023 6/30/2024 6/30/2025 6/30/2026	\$23.00 \$23.69 \$24.40 \$25.13 \$25.89	3.00% 3.00% 3.00% 3.00% 3.00%	\$15-\$25

- NOTES:
- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 - The cost proposal format shall not be amended.
 - Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 - For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Hampus Idsater Title*: Director of Finance and BD
 Signature:  Date of Certification (mm/dd/yyyy): 7/23/2021
 Email: hidsater@hamner-jewell.com Phone Number: (805) 773-1459
 Address: 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420

*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:

Acquisition services;
 Relocation assistance services;
 Appraisal services;
 Appraisal review services;
 Title and escrow coordination services

**IBIT 10-H2 COST PROPOSAL for
CONTRACTOR and SUBCONTRACTORS**

Retroactive and effective December 7, 2021

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

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

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering, Inc. Ro's: Subconsultant
(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)
Project No.: PR 21-118 Contract No.: _____ Participation Amount: _____ Date: 8/3/2021
Project Name: Monterey County On-Call Services

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

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ²		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
		OT(1.5x)	OT(2x)	From	To			
Principal Engineer	\$285.03	N/A	N/A	1/1/2021	12/31/2021	\$91.04	0.00%	N/A
Elizabeth Mitchell	\$266.43	N/A	N/A	1/1/2022	12/31/2022	\$94.88	4.00%	N/A
Jim Walker	\$308.29	N/A	N/A	1/1/2023	12/31/2023	\$98.47	4.00%	N/A
	\$320.62	N/A	N/A	1/1/2024	12/31/2024	\$102.41	4.00%	N/A
	\$333.44	N/A	N/A	1/1/2025	12/31/2025	\$106.50	4.00%	N/A
	\$346.78	N/A	N/A	1/1/2026	12/31/2026	\$110.76	4.00%	N/A
Associate Geotechnical Engineer	\$208.82	N/A	N/A	1/1/2021	12/31/2021	\$66.06	0.00%	N/A
Matt Maciel	\$215.09	N/A	N/A	1/1/2022	12/31/2022	\$68.70	4.00%	N/A
Chris Johnson	\$223.70	N/A	N/A	1/1/2023	12/31/2023	\$71.45	4.00%	N/A
	\$232.65	N/A	N/A	1/1/2024	12/31/2024	\$74.31	4.00%	N/A
	\$241.95	N/A	N/A	1/1/2025	12/31/2025	\$77.28	4.00%	N/A
	\$251.63	N/A	N/A	1/1/2026	12/31/2026	\$80.37	4.00%	N/A

Retroactive and effective December 7, 2021

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					
Staff Engineer/Geologist	\$126.64	N/A	N/A	1/1/2021	12/31/2021	\$40.45	0.00%	N/A		
Cara Al-Lami	\$131.71	N/A	N/A	1/1/2022	12/31/2022	\$42.07	4.00%	N/A		
Andrew Barnes	\$136.98	N/A	N/A	1/1/2023	12/31/2023	\$43.75	4.00%	N/A		
	\$142.46	N/A	N/A	1/1/2024	12/31/2024	\$45.50	4.00%	N/A		
	\$148.15	N/A	N/A	1/1/2025	12/31/2025	\$47.32	4.00%	N/A		
	\$154.08	N/A	N/A	1/1/2026	12/31/2026	\$49.21	4.00%	N/A		
Office/Drafting	\$127.83	N/A	N/A	1/1/2021	12/31/2021	\$40.83	0.00%	N/A		
Jennifer Olds	\$132.94	N/A	N/A	1/1/2022	12/31/2022	\$42.46	4.00%	N/A		
	\$138.28	N/A	N/A	1/1/2023	12/31/2023	\$44.16	4.00%	N/A		
	\$143.79	N/A	N/A	1/1/2024	12/31/2024	\$45.93	4.00%	N/A		
	\$149.54	N/A	N/A	1/1/2025	12/31/2025	\$47.77	4.00%	N/A		
	\$155.53	N/A	N/A	1/1/2026	12/31/2026	\$49.68	4.00%	N/A		
Laboratory Technician	\$78.27	\$117.41	\$156.54	1/1/2021	12/31/2021	\$25.00	0.00%	\$ 22.50	-	\$ 27.50
	\$81.40	\$122.10	\$162.80	1/1/2022	12/31/2022	\$26.00	4.00%	\$ 23.40	-	\$ 28.60
	\$84.66	\$126.99	\$169.31	1/1/2023	12/31/2023	\$27.04	4.00%	\$ 24.34	-	\$ 29.74
	\$88.04	\$132.07	\$176.09	1/1/2024	12/31/2024	\$28.12	4.00%	\$ 25.31	-	\$ 30.93
	\$91.57	\$137.35	\$183.13	1/1/2025	12/31/2025	\$29.25	4.00%	\$ 26.32	-	\$ 32.17
	\$95.23	\$142.84	\$190.48	1/1/2026	12/31/2026	\$30.42	4.00%	\$ 27.37	-	\$ 33.46
Field Technician	\$192.14	\$288.21	\$384.28	1/1/2021	12/31/2021	\$61.37	0.00%	\$ 51.41	-	\$ 67.61
Prevailing Wage*	\$199.82	\$299.74	\$399.65	1/1/2022	12/31/2022	\$63.82	4.00%	\$ 53.47	-	\$ 70.52
	\$207.82	\$311.73	\$415.63	1/1/2023	12/31/2023	\$66.38	4.00%	\$ 55.61	-	\$ 73.34
	\$216.13	\$324.19	\$432.26	1/1/2024	12/31/2024	\$69.03	4.00%	\$ 57.63	-	\$ 76.28
	\$224.77	\$337.16	\$449.55	1/1/2025	12/31/2025	\$71.79	4.00%	\$ 60.14	-	\$ 79.33
	\$233.77	\$350.65	\$467.53	1/1/2026	12/31/2026	\$74.67	4.00%	\$ 62.55	-	\$ 82.50
Field Technician	\$105.79	\$160.19	\$213.58	1/1/2021	12/31/2021	\$34.11	0.00%	\$ 22.50	-	\$ 36.40
Non-Prevailing Wage	\$111.06	\$166.00	\$222.13	1/1/2022	12/31/2022	\$35.47	4.00%	\$ 23.40	-	\$ 37.86
	\$115.51	\$173.26	\$231.01	1/1/2023	12/31/2023	\$36.89	4.00%	\$ 24.34	-	\$ 39.37
	\$120.13	\$180.19	\$240.25	1/1/2024	12/31/2024	\$38.37	4.00%	\$ 25.31	-	\$ 40.85
	\$124.93	\$187.40	\$249.86	1/1/2025	12/31/2025	\$39.90	4.00%	\$ 26.32	-	\$ 42.68
	\$129.93	\$194.89	\$259.86	1/1/2026	12/31/2026	\$41.50	4.00%	\$ 27.37	-	\$ 44.29

NOTES:

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect Cost Rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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

Consultant: Pacific Crest Engineering, Inc. Role: Subconsultant
(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)
Project No.: PR 21-118 Contract No.: _____ Date: 8/3/2021
Project Name: Monterey County On-Call Services

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

\$

- NOTES:
- 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 the 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.

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Elizabeth Mitchell _____

Title: President/Principal Engineer _____

Signature: *Elizabeth Mitchell* _____

Date of Certification (8/3/2021): _____

Email: elizabeth@pacengineering.net _____

Phone Number: 831-722-9446 _____

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

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering, Materials Testing, Special Inspections

EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant Rincon Consultants, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
Project No. 21-11717 Contract No. _____ Participation Amount \$ _____ Date 08/05/21

For Combined Rate	74.03%	+	96.54%	=	170.57%
	Fringe Benefit %		General & Administrative %		Combined ICR%

OR

For Home Office Rate	0.00%	+	0.00%	=	0.00%
	Fringe Benefit %		General & Administrative %		Home Office ICR%
For Field Office Rate	0.00%	+	0.00%	=	0.00%
	Fringe Benefit %		General & Administrative %		Field Office ICR%

				=	10.00%
					Fee

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Principal II Richard Daulton*	\$335.84			1/1/2021	12/31/2021	\$112.84		Not Applicable
	\$345.92			1/1/2022	12/31/2022	\$116.23	3.00%	
	\$356.30			1/1/2023	12/31/2023	\$119.71	3.00%	
	\$366.98			1/1/2024	12/31/2024	\$123.30	3.00%	
Principal I Megan Jones*	\$215.60			1/1/2021	12/31/2021	\$72.44		Not applicable
	\$222.07			1/1/2022	12/31/2022	\$74.61	3.00%	
	\$228.73			1/1/2023	12/31/2023	\$76.85	3.00%	
	\$235.59			1/1/2024	12/31/2024	\$79.16	3.00%	
Principal I Colby Boggs*	\$219.20			1/1/2021	12/31/2021	\$73.65		Not applicable
	\$225.78			1/1/2022	12/31/2022	\$75.86	3.00%	
	\$232.55			1/1/2023	12/31/2023	\$78.14	3.00%	
	\$239.53			1/1/2024	12/31/2024	\$80.48	3.00%	

(Add pages as necessary)

- NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended.
 3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Retroactive and effective December 7, 2021

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

Page 1 of 1

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

Consultant Rincon Consultants, Inc. Prime Consultant Subconsultant
 Project No. 21-11717 Contract No. _____ Date 08/05/21

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	Actual		\$0.00	\$
Equipment Rental and Supplies	Actual		\$0.00	\$
Permit Fees	Actual		\$0.00	\$
Plan Sheets			\$0.00	\$
Test			\$0.00	\$
Vehicle	Actual		\$0.00	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL

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
- 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: Colby J. Boggs Title *: Principal

Signature:  Date of Certification (mm/dd/yyyy) 08/05/21

Email: cboggs@rinconconsultants.com Phone Number: 805-644-4455

Address: 180 N. Ashwood Avenue, Ventura, CA 93003

* 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:

Environmental services as-needed

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant: TJKM Transportation Consultants Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Various Contract No. _____ Participation Amount: _____ Date: August 4, 2021

For Combined Rate		Fringe Benefit % + General & Administrative %	=	141.20%	Combined ICR%
OR					
For Home Office Rate		Fringe Benefit % + General & Administrative %	=	141.20%	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 Kinzel, PE, TE Principal* Exempt	226.37	N/C	N/C	1/1/2021	12/31/2021	85.32	0%	N/A
	233.16	N/C	N/C	1/1/2022	12/31/2022	87.88	3.00%	N/A
	240.17	N/C	N/C	1/1/2023	12/31/2023	90.52	3.00%	N/A
	247.38	N/C	N/C	1/1/2024	12/31/2024	93.24	3.00%	N/A
0 Principal Exempt	304.53	N/C	N/C	1/1/2021	12/31/2021	114.78	0%	85.32-144.23
	313.66	N/C	N/C	1/1/2022	12/31/2022	118.22	3.00%	87.88-148.56
	323.08	N/C	N/C	1/1/2023	12/31/2023	121.77	3.00%	90.52-153.01
	332.76	N/C	N/C	1/1/2024	12/31/2024	125.42	3.00%	93.23-157.60
0 Director Exempt	274.26	N/C	N/C	1/1/2021	12/31/2021	103.37	0%	81.73-125.00
	282.49	N/C	N/C	1/1/2022	12/31/2022	106.47	3.00%	84.18-128.75
	290.95	N/C	N/C	1/1/2023	12/31/2023	109.66	3.00%	86.71-132.61
	299.68	N/C	N/C	1/1/2024	12/31/2024	112.95	3.00%	89.31-136.59
0 Project Manager Exempt	140.12	N/C	N/C	1/1/2021	12/31/2021	52.81	0%	35.96-69.66
	144.31	N/C	N/C	1/1/2022	12/31/2022	54.39	3.00%	37.04-71.75
	148.63	N/C	N/C	1/1/2023	12/31/2023	56.02	3.00%	38.15-73.90
	153.09	N/C	N/C	1/1/2024	12/31/2024	57.70	3.00%	39.29-76.12
0 Transportation Engineer Exempt	163.78	N/C	N/C	1/1/2021	12/31/2021	61.73	0%	61.73
	168.69	N/C	N/C	1/1/2022	12/31/2022	63.58	3.00%	63.58
	173.76	N/C	N/C	1/1/2023	12/31/2023	65.49	3.00%	65.49
	178.96	N/C	N/C	1/1/2024	12/31/2024	67.45	3.00%	67.45
0 Assistant Transportation Engineer Exempt	95.09	N/C	N/C	1/1/2021	12/31/2021	35.84	0%	31.33-40.34
	97.96	N/C	N/C	1/1/2022	12/31/2022	36.92	3.00%	32.27-41.55
	100.90	N/C	N/C	1/1/2023	12/31/2023	38.03	3.00%	33.24-42.80
	103.93	N/C	N/C	1/1/2024	12/31/2024	39.17	3.00%	34.24-44.08
0 Senior Transportation Planner Exempt	156.14	N/C	N/C	1/1/2021	12/31/2021	58.85	0%	58.85
	160.84	N/C	N/C	1/1/2022	12/31/2022	60.62	3.00%	60.62
	165.67	N/C	N/C	1/1/2023	12/31/2023	62.44	3.00%	62.44
	170.63	N/C	N/C	1/1/2024	12/31/2024	64.31	3.00%	64.31
0 Transportation Planner Exempt	123.06	N/C	N/C	1/1/2021	12/31/2021	46.38	0%	39.62-53.13
	126.74	N/C	N/C	1/1/2022	12/31/2022	47.77	3.00%	40.81-54.72
	130.54	N/C	N/C	1/1/2023	12/31/2023	49.20	3.00%	42.03-56.37
	134.46	N/C	N/C	1/1/2024	12/31/2024	50.68	3.00%	43.29-58.06
0 Assistant Transportation Planner Exempt	89.73	N/C	N/C	1/1/2021	12/31/2021	33.82	0%	31.67-46.54
	92.41	N/C	N/C	1/1/2022	12/31/2022	34.83	3.00%	32.62-47.94
	95.17	N/C	N/C	1/1/2023	12/31/2023	35.87	3.00%	33.60-49.37
	98.04	N/C	N/C	1/1/2024	12/31/2024	36.95	3.00%	34.61-50.86
0 Administration Exempt	89.73	N/C	N/C	1/1/2021	12/31/2021	33.82	0%	21.79-45.84
	92.41	N/C	N/C	1/1/2022	12/31/2022	34.83	3.00%	22.44-47.22
	95.17	N/C	N/C	1/1/2023	12/31/2023	35.87	3.00%	23.12-48.63
	98.04	N/C	N/C	1/1/2024	12/31/2024	36.95	3.00%	23.81-50.09

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant: TJKM Transportation Consultants Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Various Contract No. _____ Participation Amount: _____ Date: August 4, 2021

For Combined Rate	Fringe Benefit % + General & Administrative %	=	141.20%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	141.20%	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.

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant: TJKM Transportation Consultants Prime Consultant Subconsultant

Project No. Various Contract No. _____ Date: 7/30/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	\$0.575	IRS Rate
Equipment Rental and Supplies				At Cost
Permit Fees				
Plan Sheets	TBD		\$18.00	At Cost
Test				
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

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: Nayan Amin Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 8/4/2021

Email: namin@tjkm.com Phone Number: (925) 463-0611

Address: 4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588

* 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:

Traffic Engineering & Transportation Planning



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2022

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C No. Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co of Connecticut</td> <td></td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of America</td> <td></td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Indemnity Co of Connecticut		25682	INSURER B: Travelers Property Casualty Co of America		25674	INSURER C: Travelers Casualty and Surety Co of America		31194	INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					

COVERAGES

CERTIFICATE NUMBER: 68753872

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 <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:	<input checked="" type="checkbox"/>		6802J051458	6/14/2022	6/14/2023	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA8R521641	6/14/2022	6/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8E545094	6/14/2022	6/14/2023	EACH OCCURRENCE \$ \$10,000,000 AGGREGATE \$ \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6K139301	6/14/2022	6/14/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability			107272696	6/14/2022	6/14/2023	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

Projects as on file with the insured. The County of Monterey, its officers agents & employees are named as additional insureds & primary/non-contributory clause applies to the general & auto liability policies-see attached endorsements.

CERTIFICATE HOLDER

County of Monterey
 Attn: Contracts/Purchasing Division
 168 W. Alisal St., 3rd Fl.
 Salinas CA 93901

CANCELLATION

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

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:

The County of Monterey, its officers agents & employees

PROJECT/LOCATION OF COVERED OPERATIONS:

Projects as on file with the insured.

PROVISIONS

1. The following is added to SECTION II – WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

Additional Insured:

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none">A. BLANKET ADDITIONAL INSUREDB. EMPLOYEE HIRED AUTOC. EMPLOYEES AS INSUREDD. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSE. TRAILERS – INCREASED LOAD CAPACITYF. HIRED AUTO PHYSICAL DAMAGEG. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none">H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMITI. WAIVER OF DEDUCTIBLE – GLASSJ. PERSONAL PROPERTYK. AIRBAGSL. AUTO LOAN LEASE GAPM. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.