Attachment A

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND LSA ASSOCIATES, INC.

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15663 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and LSA 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-15663 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 CONTRACTOR's 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 – Contractor's Updated Hourly Billing Rates, which is attached and incorporated by this reference; and

WHEREAS, the Parties agree that the CONTRACTOR's 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 CONTRACTOR's 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 \$310,000 for a total amount not to exceed \$1,310,000 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 \$1,310,000.

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

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

- 3. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1 Contractor's Updated Hourly Billing Rates", effective February 1, 2025.
- 4. 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.
- 5. Amend Section 9.03, "Insurance Coverage Requirements", of Paragraph 9.0, "Insurance", to read as follows:

<u>Insurance Coverage Requirements</u>: 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:

<u>Commercial General Liability Insurance</u>: 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.)

<u>Auto Liability Coverage</u>: 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

Page 3 of 7

Amendment No. 1 to Professional Services Agreement No. A-15663 LSA Associates, Inc. On-Call Environmental Planning and Consulting Services (RFQ #10805) Department of Public Works, Facilities and Parks Term: February 1, 2022 – January 31, 2027 Not to Exceed: \$1,310,000 proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

<u>Professional Liability Insurance</u>: 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.

6. 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.

Page 4 of 7

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.

7. 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.

- 8. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks (PWFP).
- 9. In all places within the Agreement, any reference to County's email address of <u>PWFP-Finance-AP@co.monterey.ca.us</u> for invoicing, is hereby replaced with <u>PWFP-Finance-AP@countyofmonterey.gov</u>.
- 10. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA #3200*6228.
- 11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 12. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 13. 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*					
Debra R. V	Vilson, Contracts/Purchasing Officer	LSA A	Associates, Inc.				
By:		By: Its:	Amy Fischer				
Its:	(D.:.4 No and T.:4.)		Amy Fischer, President				
	(Print Name and Title)		(Print Name and Title)				
Date:		Date:	11/14/2024				
Approved a			1				
Office of th	ne County Counsel	By:	to Cap				
Susan K. B	litch, County Counsel	_ (I ti C CEO				
_	Signed by:	Its:	Justin Cary, CFO				
By:	Michael Whilden	-	(Print Name and Title)				
	Michael J. Whilden Deputy County Counsel	Date:	11/14/2024				
Date:	11/19/2024 11:48 AM PST						
	as to Fiscal Provisions Auditor-Controller						
By:	Patricia Ruiz ==79EF64E57454F6	-					
Its:	Patricia Ruiz Auditor Contro	ller Anal	yst I				
Date:	(Print Name and Title) 11/20/2024 7:51 AM PST						
Office of th	as to Liability Provisions he County Counsel-Risk Management elitch, County Counsel						
By:							
	David Bolton						
	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.

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

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)

NSTRUCTION ENGIN	NEEKING AND INSPEC	TION CONTRACTS)			
⊠ Prir	me Consultant	☐ Subconsultant	☐ 2nd Tier Subcor	nsultant	
Contract No.		Participation Amount	\$	Date	11/01/2024
+	General & Adminis	trative 114.58%	=	Combined ICR	216.47%
		OR			
+	General & Adminis	trative 0.00%	=	Home Office ICR	0.00%
+	General & Adminis	trative 0.00%	=	Field Office ICR	0.00%
		Fee	=		10.00%
	☑ Prii Contract No.		+ General & Administrative 114.58% OR + General & Administrative 0.00% + General & Administrative 0.00%	Prime Consultant ☐ Subconsultant ☐ 2nd Tier S	Prime Consultant Subconsultant 2nd Tier Subconsultant Contract No. Participation Amount \$ Date + General & Administrative 114.58% = Combined ICR OR + General & Administrative 0.00% = Home Office ICR + General & Administrative 0.00% = Field Office ICR

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title1/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 ³	OT(1.5x)	OT(2x)	From	То			Low High	
PAM READING	\$311.39	NA	NA	02/01/2025	01/31/2026	\$89.45		NA	
PRINCIPAL IN CHARGE *	\$326.96			02/01/2026	01/31/2027	\$93.92	5.00%	NA	
LAUREL HUNTZINGER	\$210.12	NA	NA	02/01/2025	01/31/2026	\$60.36		NA	
PROJECT MANAGER*	\$220.63			02/01/2026	01/31/2027	\$63.38	5.00%	NA	
ASHLEY HONER	\$137.85	NA	NA	02/01/2025	01/31/2026	\$39.60		NA	
ENVIRONMENTAL PLANNER	\$144.75			02/01/2026	01/31/2027	\$41.58	5.00%	NA	
KELLY MCDONALD	\$134.62	NA	NA	02/01/2025	01/31/2026	\$38.67		NA	
BIOLOGIST	\$141.35			02/01/2026	01/31/2027	\$40.60	5.00%	NA	
RORY GOODWIN, RA	\$151.01	NA	NA	02/01/2025	01/31/2026	\$43.38		NA	
ASSOCIATE CULTURAL RESOURCES	\$158.56			02/01/2026	01/31/2027	\$45.55	5.00%	NA	
LLOYD SAMPLE	\$279.92	NA	NA	02/01/2025	01/31/2026	\$80.41		NA	
PRINCIPAL CULTURAL RESOURCES	\$293.92			02/01/2026	01/31/2027	\$84.43	5.00%	NA	
KELLY VREELAND	\$156.65	NA	NA	02/01/2025	01/31/2026	\$45.00		NA	
SENIOR PALEONTOLOGIST	\$164.49			02/01/2026	01/31/2027	\$47.25	5.00%	NA	
JESSICA CORIA	\$261.09	NA	NA	02/01/2025	01/31/2026	\$75.00		NA	
ASSOCIATE AIR QUALITY SPECIALIST	\$274.14			02/01/2026	01/31/2027	\$78.75	5.00%	INA	

Docusign Envelope ID: 57808D4D-43EA-4412-A0DF-EC74B0EC18E9 EARIBIT A-1 - CONTRACTOR'S UPDATED HOURLY BILLING RATES Effective February 1, 2025

Local Assistance Procedures Manual EXHIBIT 10-H2 Cost Proposal

CARA CUNNINGHAM	¢200.94	NIA	NA	02/01/2025	01/31/2026	\$60.28			
ASSOCIATE ENVIRONMENTAL PLANNER	\$209.84	NA	INA	02/01/2025			F 000/		NA
	\$220.34	NIA	NIA	02/01/2026	01/31/2027	\$63.29	5.00%		
BIANCA MARTINEZ	\$130.54	NA	NA	02/01/2025	01/31/2026	\$37.50	5.000/		NA
AIR QUALITY SPECIALIST	\$137.07	212	212	02/01/2026	01/31/2027	\$39.38	5.00%		
LELAND VILLALVAZO	\$243.68	NA	NA	02/01/2025	01/31/2026	\$70.00			NA
AIR QUALITY SPECIALIST	\$255.87			02/01/2026	01/31/2027	\$73.50	5.00%		
JT STEPHENS	\$282.04	NA	NA	02/01/2025	01/31/2026	\$81.02			NA
PRINCIPAL NOISE SPECIALIST	\$296.15			02/01/2026	01/31/2027	\$85.07	5.00%		
MOE ABUSHANAB	\$144.43	NA	NA	02/01/2025	01/31/2026	\$41.49			NA
NOISE SPECIALIST	\$151.66			02/01/2026	01/31/2027	\$43.56	5.00%		
DEAN ARIZABAL	\$257.43	NA	NA	02/01/2025	01/31/2026	\$73.95			NA
PRINCIPAL TRANSPORTATION PLANNER	\$270.30			02/01/2026	01/31/2027	\$77.65	5.00%		IVA
SHUQI HAO	\$143.74	NA	NA	02/01/2025	01/31/2026	\$41.29			NIA
TRANSPORTATION ENGINEER	\$150.92			02/01/2026	01/31/2027	\$43.35	5.00%		NA
MITCHELL ALEXANDER	\$127.90	NA	NA	02/01/2025	01/31/2026	\$36.74			
GIS SPECIALIST	\$134.29			02/01/2026	01/31/2027	\$38.58	5.00%		NA
	\$297.34	NA	NA	02/01/2025	01/31/2026	\$85.42		\$70.00	\$100.83
PRINCIPAL (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$312.21			02/01/2026	01/31/2027	\$89.69	5.00%	\$73.50	\$105.87
	\$225.61	NA	NA	02/01/2025	01/31/2026	\$64.81		\$42.12	\$87.50
ASSOCIATE (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$236.90			02/01/2026	01/31/2027	\$68.05	5.00%	\$44.23	\$91.88
	\$204.03	NA	NA	02/01/2025	01/31/2026	\$58.61		\$39.82	\$77.40
SENIOR TECHNICAL SPECIALIST (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$214.23			02/01/2026	01/31/2027	\$61.54	5.00%	\$41.81	\$81.27

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

EXHIBIT 10-H2 Cost Proposal

	\$171.20	NA	NA	02/01/2025	01/31/2026	\$49.18		\$28.36	\$70.00
TECHNICAL SPECIALIST (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$179.76	NA	IVA	02/01/2026	01/31/2027	\$51.64	5.00%	\$29.78	\$73.50
GIS/GRAPHICS	\$190.16	NA	NA	02/01/2025	01/31/2026	\$54.63		\$36.23	\$73.02
GIS/GRAPHICS	\$199.67			02/01/2026	01/31/2027	\$57.36	5.00%	\$38.04	\$76.67
OFFICE ASSISTANT	\$139.49	NA	NA	02/01/2025	01/31/2026	\$40.07		\$29.66	\$50.48
	\$146.47			02/01/2026	01/31/2027	\$42.07	5.00%	\$31.14	\$53.00
	\$108.30	\$123.85	\$139.41	02/01/2025	01/31/2026	\$31.11		\$25.00	\$37.22
ASSISTANT TECHNICAL SPECIALIST (Environmental Planner, Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$113.71	\$130.05	\$146.38	02/01/2026	01/31/2027	\$32.67	5.00%	\$26.25	\$39.08
PROJECT ASSISTANT	\$139.49	\$159.53	\$179.56	02/01/2025	01/31/2026	\$40.07		\$29.66	\$50.48
PROJECT ASSISTANT	\$146.47	\$167.50	\$188.54	02/01/2026	01/31/2027	\$42.07	5.00%	\$31.14	\$0.00
WORD PROCESSOR/ADMIN	\$123.48	\$141.21	\$158.95	02/01/2025	01/31/2026	\$35.47		\$30.00	\$40.94
WORD FROCESSORY ADMIN	\$129.65	\$148.27	\$166.89	02/01/2026	01/31/2027	\$37.24	5.00%	\$31.50	\$42.99
FIELD CREW	\$110.91	\$126.84	\$142.77	02/01/2025	01/31/2026	\$31.86		\$24.72	\$39.00
(Air Quality, Biological Resources, Cultural Resources, Noise, Paleontology, and Transportation)	\$116.46	\$133.18	\$149.91	02/01/2026	01/31/2027	\$33.45	5.00%	\$25.96	\$40.95

(Add pages as necessary)

NOTES:

- 1. Key personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended.
- 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 cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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

EXHIBIT 10-H2 Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL PAGE 2 OF 5

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

Consultant LSA Associates, Inc.	☑ Prime	Consultant	☐ Subconsultant
Project No.	Contract No.	Date:	11/01/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)								
Description of Item	Quantity	Unit	Unit Cost	Total				
Lodging	0	Nights	\$0.00	\$0.00				
Meals	0	Cost	\$0.00	\$0.00				
Records Search	0	Cost	\$0.00	\$0.00				
Reproduction (8.5 x 11 B/W)	0	Per Page	\$0.07	\$0.00				
Reproduction (8.5 x 11 Color)	0	Per Page	\$0.40	\$0.00				
Reproduction (11 x 17 B/W)	0	Per Page	\$0.10	\$0.00				
Reproduction (11 x 17 Color)	0	Per Page	\$0.75	\$0.00				
CD Production	0	Per CD	\$5.00	\$0.00				
USB Flash Drive	0	Per Drive	\$5.00	\$0.00				
Plotting	0	Per Sq Ft	\$3.75	\$0.00				
Aerial Drone	0	Days	\$200.00	\$0.00				
Mileage (on-road) 2024	0	Miles	\$0.670	\$0.00				
Mileage (off-road) 2024	0	Miles	\$0.820	\$0.00				
GPS Unit	0	Days	\$75.00	\$0.00				
Total Station Surveying Equipment	0	Days	\$50.00	\$0.00				
Level (Laser of Optical)	0	Days	\$25.00	\$0.00				
Laser Rangefinder	0	Days	\$25.00	\$0.00				
Sound Meter	0	Days	\$75.00	\$0.00				
Sound Meter w/Velocity Transducer	0	Days	\$85.00	\$0.00				
Aerial Photo	0	Cost	\$0.00	\$0.00				
Boat Rental	0	Cost	\$0.00	\$0.00				
Water Quality Meter	0	Days	\$25.00	\$0.00				
Night Vision Goggles	0	Nights	\$50.00	\$0.00				
Tolls	0	Cost	\$0.00	\$0.00				
Wildlife Camera	0	Days	\$25.00	\$0.00				
Stickers	0	Per Page	\$1.90	\$0.00				

Local Assistance Procedures Manual

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

EXHIBIT 10-H2 Cost Proposal

Subconsultant 1:	•	•	\$0.00
Subconsultant 2:			\$0.00
Subconsultant 3:			\$0.00
Subconsultant 4:			\$0.00
Subconsultant 5:			\$0.00

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.

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:

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are 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:	Amy E. Fischer	Title*:	Chief Operating Officer	
Signature:	Amy Fischer	Date of Certific	ation(mm/dd/yyyy):11/01/2024	
Email:	amy.fischer@lsa.net	Phone Numbe	(949) 553-0666	
Address:	3210 El Camino Real, Suite 100, Irvine, California 92602			

List services the consultant is providing under the proposed contract:

On-Call Environmental Services: technical assistance related to NEPA/CEQA, aesthetics/visual resources, air quality, biological and cultural resources (including surveys and construction monitoring), permitting, wetland delineations, mitigation plans.

^{*}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.