

Attachment A

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15641 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Kimley-Horn and 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-15641 with County on December 7, 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, inadvertently omitted the agreed upon subcontractor rates identified in CONTRACTOR’s original proposal and which the Parties agree are undisputed terms of the existing Professional Services Agreement No. A-15641, and which are now fully set forth in Exhibit A-1; and

WHEREAS, the Parties agree that the CONTRACTOR’s and subcontractors hourly billing rates in Exhibit A-1 of the Agreement remain valid through December 6, 2026; and

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

WHEREAS, the Parties wish to amend the Agreement to update provisions, to confirm the originally agreed upon subcontractor rates by replacing Exhibit 10-H2 Cost Proposal in Exhibit A with the corrected Exhibit A-1, to extend the term for two (2) additional years to December 6, 2026, and to increase the amount by \$500,000 for a total amount not to exceed \$1,500,000 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 the first sentence of Paragraph 1, “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

2. 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 \$1,500,000.

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

The term of this Agreement is from December 7, 2021 to December 6, 2026, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1 – Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”, to accurately state the agreed upon subcontractor rate information from the original Effective Date of this Agreement of December 7, 2021.

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

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

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

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

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

his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

6. Amend Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

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

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

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

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

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

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

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

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

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

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

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

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

Primary Coverage:

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

Waiver of Subrogation:

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

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

County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

8. Amend 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.

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

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.

10. 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.

11. 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.

12. Delete Exhibit 10-H2 Cost Proposal of the Caltrans LAPM within Exhibit A of the Agreement.


13. In all places within the Agreement, any reference to Exhibit 10-H2 Cost Proposal of the Caltrans LAPM within Exhibit A is hereby replaced with “Exhibit A-1 – Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors”.
14. 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.
15. In all places within the Agreement, any reference to County’s email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
16. In all places within the Agreement, any reference to the Agreement’s Multi-Year Agreement (MYA) number is deemed to be MYA #3200*6175.
17. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
18. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
19. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

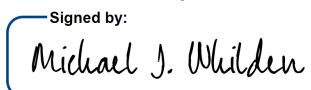
COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

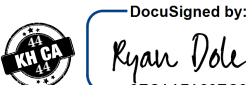
By: _____
Its: _____
(Print Name and Title)
Date: _____

CONTRACTOR*
Kimley-Horn and Associates, Inc.


By:  CA70598
(Signature of Chair, President or Vice President)
Its: Adam Dankberg, P.E. - Vice President
(Print Name and Title)
Date: 10/29/2024

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

Signed by:
By:  _____
Michael J. Whilden
Deputy County Counsel
Date: 10/30/2024 | 2:29 PM PDT

DocuSigned by:
By:  CA75749
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)
Its: Ryan Dole, P.E. - Assistant Secretary
(Print Name and Title)
Date: 10/29/2024

Approved as to Fiscal Provisions
Rupa Shah, Auditor, Controller

By:  _____
Its: Auditor Controller Analyst I
(Print Name and Title)
Date: 10/30/2024 | 3:18 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, 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 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 Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ TBD Date 8/5/2021

Overhead Rate	194.46%	194.46%
Fringe + General & Administrative %	=	Combined ICR%
FCCM ²	=	0.31%
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			
Daniel Carley – QC/QA*	\$207.30			7/1/2021	06/30//2022	\$63.94		Not Applicable
	\$217.67			7/1/2022	06/30//2023	\$67.14	5.00%	
	\$228.55			7/1/2023	06/30//2024	\$70.49	5.00%	
	\$239.98			7/1/2024	06/30//2025	\$74.02	5.00%	
	\$251.98			7/1/2025	06/30//2026	\$77.72	5.00%	
Frederik Venter – Project Manager*	\$355.41			7/1/2021	06/30//2022	\$109.62		Not Applicable
	\$373.18			7/1/2022	06/30//2023	\$115.10	5.00%	
	\$391.83			7/1/2023	06/30//2024	\$120.86	5.00%	
	\$411.43			7/1/2024	06/30//2025	\$126.90	5.00%	
	\$432.00			7/1/2025	06/30//2026	\$133.24	5.00%	
John Pulliam – Principal in Charge*	\$287.64			7/1/2021	06/30//2022	\$88.72		Not Applicable
	\$302.03			7/1/2022	06/30//2023	\$93.16	5.00%	
	\$317.13			7/1/2023	06/30//2024	\$97.81	5.00%	
	\$332.98			7/1/2024	06/30//2025	\$102.70	5.00%	
	\$349.63			7/1/2025	06/30//2026	\$107.84	5.00%	
Molly Tremblay – Task Lead*	\$154.33			7/1/2021	06/30//2022	\$47.60		Not Applicable
	\$162.04			7/1/2022	06/30//2023	\$49.98	5.00%	
	\$170.15			7/1/2023	06/30//2024	\$52.48	5.00%	
	\$178.65			7/1/2024	06/30//2025	\$55.10	5.00%	
	\$187.59			7/1/2025	06/30//2026	\$57.86	5.00%	
Analyst –	\$121.06			7/1/2021	06/30//2022	\$37.34		\$33.08 - \$41.60
	\$127.12			7/1/2022	06/30//2023	\$39.21	5.00%	
	\$133.47			7/1/2023	06/30//2024	\$41.17	5.00%	
	\$140.14			7/1/2024	06/30//2025	\$43.23	5.00%	
	\$147.15			7/1/2025	06/30//2026	\$45.39	5.00%	
Professional I –	\$161.75			7/1/2021	06/30//2022	\$49.89		\$43.52 - \$56.26
	\$169.84			7/1/2022	06/30//2023	\$52.38	5.00%	
	\$178.33			7/1/2023	06/30//2024	\$55.00	5.00%	
	\$187.25			7/1/2024	06/30//2025	\$57.75	5.00%	
	\$196.61			7/1/2025	06/30//2026	\$60.64	5.00%	
Professional II –	\$208.89			7/1/2021	06/30//2022	\$64.43		\$56.74 - \$72.12
	\$219.34			7/1/2022	06/30//2023	\$67.65	5.00%	
	\$230.30			7/1/2023	06/30//2024	\$71.03	5.00%	
	\$241.82			7/1/2024	06/30//2025	\$74.59	5.00%	
	\$253.91			7/1/2025	06/30//2026	\$78.32	5.00%	
Sr. Professional I –	\$254.85			7/1/2021	06/30//2022	\$78.61		\$73.08 - \$84.13
	\$267.59			7/1/2022	06/30//2023	\$82.54	5.00%	
	\$280.97			7/1/2023	06/30//2024	\$86.66	5.00%	
	\$295.02			7/1/2024	06/30//2025	\$91.00	5.00%	
	\$309.77			7/1/2025	06/30//2026	\$95.54	5.00%	
Sr. Professional II –	\$320.33			7/1/2021	06/30//2022	\$98.80		\$85.58 - \$112.02
	\$336.34			7/1/2022	06/30//2023	\$103.74	5.00%	
	\$353.16			7/1/2023	06/30//2024	\$108.93	5.00%	
	\$370.82			7/1/2024	06/30//2025	\$114.37	5.00%	
	\$389.36			7/1/2025	06/30//2026	\$120.09	5.00%	
Sr. Project Support –	\$160.03			7/1/2021	06/30//2022	\$49.36		\$40.06 - \$58.66
	\$168.03			7/1/2022	06/30//2023	\$51.83	5.00%	
	\$176.44			7/1/2023	06/30//2024	\$54.42	5.00%	
	\$185.26			7/1/2024	06/30//2025	\$57.14	5.00%	
	\$194.52			7/1/2025	06/30//2026	\$60.00	5.00%	

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 Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ TBD Date 8/5/2021

Overhead Rate	194.46%			194.46%
	Fringe	+	General & Administrative %	= Combined ICR%
FCCM ²				0.31%
			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			
Project Support -	\$104.69	\$120.83	\$136.98	7/1/2021	06/30//2022	\$32.29	-	\$26.84 - \$37.74
	\$109.92	\$126.88	\$143.83	7/1/2022	06/30//2023	\$33.90	5.00%	\$28.18 - \$39.63
	\$115.42	\$133.22	\$151.02	7/1/2023	06/30//2024	\$35.60	5.00%	\$29.59 - \$41.61
	\$121.19	\$139.88	\$158.57	7/1/2024	06/30//2025	\$37.38	5.00%	\$31.07 - \$43.69
	\$127.25	\$145.94	\$164.63	7/1/2025	06/30//2026	\$37.38	5.00%	\$32.62 - \$45.87

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.
- Billing rate = ((actual hourly rate * (1+ (Combined ICR+FCCM))) + (actual hourly rate *(1+Combined ICR)* Fee)). Profit/Fee is not applied to FCCM.** 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

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

Consultant Kimley-Horn and Associates, Inc. Prime Consultant Subconsultant

Project No. _____ 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		per mile	Federal Rate	\$ -
Travel (Airfare, Rental Car, Tolls, etc.)			Actual	\$ -
Per Diem		per day	\$60.00	\$ -
Outside Printing and Reproduction			Actual	\$ -
Courier / Fed Ex / USPS, etc.			Actual	\$ -
Misc. Field Equipment / Supplies			Actual	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

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: Anthony Podegracz Title *: Vice President

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

Email: anthony.podegracz@kimley-horn.com Phone Number: 669-800-4130

Address: 10 Almaden Boulevard, Suite 1250, San Jose, CA, 95113

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

List services the consultant is providing under the proposed contract:

Engineering services

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 Associated Right of Way Services, Inc. Prime Consultant Sub consultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ TBD Date 07/28/21

For Combined Rate	33.27%	+	110.40%	=	143.67%
	Fringe Benefit %		General & Administrative %		Combined ICR%

OR

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

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Principal Consultant	\$289.48			1/1/2021	12/31/2021	\$108.00		
	\$303.95			1/1/2022	12/31/2022	\$113.40	5.00%	
	\$319.15			1/1/2023	12/31/2023	\$119.07	5.00%	
	\$335.11			1/1/2024	12/31/2024	\$125.02	5.00%	
Managing Consultant	\$254.64			1/1/2021	12/31/2021	\$95.00		
	\$267.37			1/1/2022	12/31/2022	\$99.75	5.00%	
	\$280.74			1/1/2023	12/31/2023	\$104.74	5.00%	
	\$294.77			1/1/2024	12/31/2024	\$109.97	5.00%	
Consultant III	\$187.63			1/1/2021	12/31/2021	\$70.00		
	\$197.01			1/1/2022	12/31/2022	\$73.50	5.00%	
	\$206.86			1/1/2023	12/31/2023	\$77.18	5.00%	
	\$217.20			1/1/2024	12/31/2024	\$81.035.00%		
Consultant III Gary Dowd	\$152.70			1/1/2021	12/31/2021	\$56.97		
	\$160.34			1/1/2022	12/31/2022	\$59.825.00%		
	\$168.35			1/1/2023	12/31/2023	\$62.815.00%		
	\$176.77			1/1/2024	12/31/2024	\$65.955.00%		
Consultant II	\$134.02			1/1/2021	12/31/2021	\$50.00		
	\$140.72			1/1/2022	12/31/2022	\$52.505.00%		
	\$147.76			1/1/2023	12/31/2023	\$55.135.00%		
	\$155.14			1/1/2024	12/31/2024	\$57.885.00%		
Consultant I	\$107.21			1/1/2021	12/31/2021	\$40.00		
	\$112.58			1/1/2022	12/31/2022	\$42.005.00%		
	\$118.20			1/1/2023	12/31/2023	\$44.105.00%		
	\$124.11			1/1/2024	12/31/2024	\$46.315.00%		
Right of Way Technician	\$93.81			1/1/2021	12/31/2021	\$35.00		
	\$98.50			1/1/2022	12/31/2022	\$36.755.00%		
	\$103.43			1/1/2023	12/31/2023	\$38.595.00%		
	\$108.60			1/1/2024	12/31/2024	\$40.525.00%		
Appraiser III	\$201.03			1/1/2021	12/31/2021	\$75.00		
	\$211.08			1/1/2022	12/31/2022	\$78.755.00%		
	\$221.63			1/1/2023	12/31/2023	\$82.695.00%		
	\$232.71			1/1/2024	12/31/2024	\$86.825.00%		
Appraiser II	\$174.22			1/1/2021	12/31/2021	\$65.00		
	\$182.94			1/1/2022	12/31/2022	\$68.255.00%		
	\$192.08			1/1/2023	12/31/2023	\$71.665.00%		
	\$201.69			1/1/2024	12/31/2024	\$75.255.00%		

BILLING INFORMATION

CALCULATION INFORMATION Page 2 of 4

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			
Accounting	\$150.10			1/1/2021	12/31/2021	\$56.00		
	\$157.61			1/1/2022	12/31/2022	\$58.80	5.00%	
	\$165.49			1/1/2023	12/31/2023	\$61.74	5.00%	
	\$173.76			1/1/2024	12/31/2024	\$64.83	5.00%	
Administrative Support	\$93.81	\$111.31	\$128.81	1/1/2021	12/31/2021	\$35.00		
	\$98.50	\$116.88	\$135.25	1/1/2022	12/31/2022	\$36.75	5.00%	
	\$103.43	\$122.72	\$142.02	1/1/2023	12/31/2023	\$38.59	5.00%	
	\$108.60	\$128.86	\$149.12	1/1/2024	12/31/2024	\$40.52	5.00%	

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

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

Consultant Associated Right of Way Services, Inc. Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 07/28/21

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Miles	Fed Rate	Actual
Equipment Rental and Supplies			\$0.00	\$ -
Permit Fees			\$0.00	\$ -
Plan Sheets			\$0.00	\$ -
Test			\$0.00	\$ -
Vehicle			\$0.00	\$ -
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

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: Matt Schock Title *: Vice President
 Signature :  Date of Certification (mm/dd/yyyy): 07/28/2021
 Email: MSchock@arws.com Phone Number: (925) 691-8500
 Address: 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523

* 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:

On-Call Right of Way Services.

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

Rincon Consultants, Inc. Prime Consultant Subcontractant 2nd Tier Subcontractant

Consultant _____ 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%

	Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications 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%	
Supervisor Planner I Shauna Callery*	\$175.15		1/1/2021	12/31/2021	\$58.85		Not applicable
	\$180.41		1/1/2022	12/31/2022	\$60.62	3.00%	
	\$185.82		1/1/2023	12/31/2023	\$62.43	3.00%	
	\$191.39		1/1/2024	12/31/2024	\$64.31	3.00%	
Supervisor Planner I Christopher Bersbach*	\$165.27		1/1/2021	12/31/2021	\$55.53		Not applicable
	\$170.23		1/1/2022	12/31/2022	\$57.20	3.00%	
	\$175.34		1/1/2023	12/31/2023	\$58.91	3.00%	
	\$180.60		1/1/2024	12/31/2024	\$60.68	3.00%	
Supervisor Planner I Eric VonBerg*	\$161.82		1/1/2021	12/31/2021	\$54.37		Not applicable
	\$166.67		1/1/2022	12/31/2022	\$56.00	3.00%	
	\$171.67		1/1/2023	12/31/2023	\$57.68	3.00%	
	\$176.82		1/1/2024	12/31/2024	\$59.41	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%	
Senior Biologist I Kyle Weichert*	\$132.09		1/1/2021	12/31/2021	\$44.38		Not applicable
	\$136.05		1/1/2022	12/31/2022	\$45.71	3.00%	
	\$140.13		1/1/2023	12/31/2023	\$47.08	3.00%	
	\$144.33		1/1/2024	12/31/2024	\$48.50	3.00%	
Senior Biologist II Steve Howard*	\$166.97		1/1/2021	12/31/2021	\$56.10		Not applicable
	\$171.98		1/1/2022	12/31/2022	\$57.78	3.00%	
	\$177.14		1/1/2023	12/31/2023	\$59.52	3.00%	
	\$182.45		1/1/2024	12/31/2024	\$61.30	3.00%	
Biologist IV Samantha Kehr*	\$117.32		1/1/2021	12/31/2021	\$39.42		Not applicable
	\$120.84		1/1/2022	12/31/2022	\$40.60	3.00%	
	\$124.47		1/1/2023	12/31/2023	\$41.82	3.00%	
	\$128.20		1/1/2024	12/31/2024	\$43.08	3.00%	
Principal I Shannon (Carmack) Ciezadio*	\$197.51		1/1/2021	12/31/2021	\$66.36		Not applicable
	\$203.43		1/1/2022	12/31/2022	\$68.35	3.00%	
	\$209.53		1/1/2023	12/31/2023	\$70.40	3.00%	
	\$215.82		1/1/2024	12/31/2024	\$72.51	3.00%	
Supervisor Archaeologist I Steven Treffers*	\$165.27		1/1/2021	12/31/2021	\$55.53		Not applicable
	\$170.23		1/1/2022	12/31/2022	\$57.20	3.00%	
	\$175.34		1/1/2023	12/31/2023	\$58.91	3.00%	
	\$180.60		1/1/2024	12/31/2024	\$60.68	3.00%	
Principal I Andy Pulcheon*	\$201.23		1/1/2021	12/31/2021	\$67.61		Not applicable
	\$207.26		1/1/2022	12/31/2022	\$69.64	3.00%	
	\$213.48		1/1/2023	12/31/2023	\$71.73	3.00%	
	\$219.88		1/1/2024	12/31/2024	\$73.88	3.00%	
Senior Archaeologist II	\$143.10		1/1/2021	12/31/2021	\$48.08		Not applicable

BILLING INFORMATION

CALCULATION INFORMATION Page 2 of 4

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			
Heather Blind*	\$147.39			1/1/2022	12/31/2022	\$49.52	3.00%	
	\$151.81			1/1/2023	12/31/2023	\$51.01	3.00%	
	\$156.37			1/1/2024	12/31/2024	\$52.54	3.00%	
GIS/CADD Specialist Erik Holtz*	\$85.98	\$100.43	\$114.87	1/1/2021	12/31/2021	\$28.89		Not applicable
	\$88.56	\$103.44	\$118.32	1/1/2022	12/31/2022	\$29.76	3.00%	
	\$91.22	\$106.55	\$121.87	1/1/2023	12/31/2023	\$30.65	3.00%	
	\$93.96	\$109.74	\$125.53	1/1/2024	12/31/2024	\$31.57	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.

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. _____ 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 ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Whitson and Associates, Inc. dba Whitson Engineers Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ TBD On-Call Date 07/23/2021

For Combined Rate	Fringe Benefit 29.34% + Overhead 41.02% + General & Administrative 59.00%	=	Combined ICR 129.36%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee			= 10%

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			
Richard Weber, PE - Principal *	\$348.17	\$348.17	\$348.17	01/01/2021	12/31/2021	\$138.00	0.0%	
	\$365.58	\$365.58	\$365.58	01/01/2022	12/31/2022	\$144.90	5.0%	
	\$383.87	\$383.87	\$383.87	01/01/2023	12/31/2023	\$152.15	5.0%	
	\$403.04	\$403.04	\$403.04	01/01/2024	12/31/2024	\$159.75	5.0%	
	\$423.20	\$423.20	\$423.20	01/01/2025	12/31/2025	\$167.74	5.0%	
Charles Pugh, LS – Project Manager* Land Survey Manager	\$151.38	\$227.07	\$302.76	01/01/2021	12/31/2021	\$60.00	0.0%	
	\$158.95	\$238.42	\$317.89	01/01/2022	12/31/2022	\$63.00	5.0%	
	\$166.89	\$250.35	\$333.79	01/01/2023	12/31/2023	\$66.15	5.0%	
	\$175.24	\$262.87	\$351.20	01/01/2024	12/31/2024	\$69.46	5.0%	
	\$184.00	\$276.01	\$368.00	01/01/2025	12/31/2025	\$72.93	5.0%	
Mike Hink, LS – Land Surveyor	\$151.38	\$227.07	\$302.76	01/01/2021	12/31/2021	\$60.00	0.0%	
	\$158.95	\$238.42	\$317.89	01/01/2022	12/31/2022	\$63.00	5.0%	

	\$166.89	\$250.35	\$333.79	01/01/2023	12/31/2023	\$66.15	5.0%	
	\$175.24	\$262.87	\$351.20	01/01/2024	12/31/2024	\$69.46	5.0%	
	\$184.00	\$276.01	\$368.00	01/01/2025	12/31/2025	\$72.93	5.0%	
Thomas Hannah, LS – Land Surveyor	\$157.69	\$236.54	\$315.38	01/01/2021	12/31/2021	\$62.50	0.0%	
	\$165.58	\$248.37	\$331.16	01/01/2022	12/31/2022	\$65.63	5.0%	
	\$173.86	\$260.79	\$347.72	01/01/2023	12/31/2023	\$68.91	5.0%	
	\$182.54	\$273.81	\$365.08	01/01/2024	12/31/2024	\$72.35	5.0%	
	\$191.67	\$287.51	\$383.34	01/01/2025	12/31/2025	\$75.97	5.0%	
Edward Pietsch – Associate Surveyor**	\$103.44	\$155.16	\$206.88	01/01/2021	12/31/2021	\$41.00	0.0%	
	\$108.61	\$162.92	\$217.22	01/01/2022	12/31/2022	\$43.05	5.0%	
	\$114.04	\$171.06	\$228.08	01/01/2023	12/31/2023	\$45.20	5.0%	
	\$119.74	\$179.61	\$239.48	01/01/2024	12/31/2024	\$47.46	5.0%	
	\$123.22	\$184.83	\$246.44	01/01/2025	12/31/2025	\$48.84	5.0%	
Jeff Sjoblom - Associate Surveyor**	\$122.36	\$183.54	\$244.72	01/01/2021	12/31/2021	\$48.50	0.0%	
	\$128.49	\$192.74	\$256.98	01/01/2022	12/31/2022	\$50.93	5.0%	
	\$134.90	\$202.35	\$269.80	01/01/2023	12/31/2023	\$53.47	5.0%	
	\$141.64	\$212.46	\$283.28	01/01/2024	12/31/2024	\$56.14	5.0%	
	\$148.73	\$223.10	\$297.46	01/01/2025	12/31/2025	\$58.95	5.0%	
Austin Snyder – Assistant Surveyor**	\$89.57	\$134.36	\$179.14	01/01/2021	12/31/2021	\$35.50	0.0%	
	\$94.06	\$141.09	\$188.12	01/01/2022	12/31/2022	\$37.28	5.0%	
	\$98.75	\$148.13	\$197.50	01/01/2023	12/31/2023	\$39.14	5.0%	
	\$103.69	\$155.54	\$207.38	01/01/2024	12/31/2024	\$41.10	5.0%	
	\$108.87	\$163.31	\$217.74	01/01/2025	12/31/2025	\$43.15	5.0%	
Jonathon Bell - Assistant Surveyor**	\$93.35	\$140.03	\$186.70	01/01/2021	12/31/2021	\$37.00	0.0%	
	\$98.02	\$147.03	\$196.04	01/01/2022	12/31/2022	\$38.85	5.0%	
	\$102.91	\$154.37	\$205.82	01/01/2023	12/31/2023	\$40.79	5.0%	
	\$108.06	\$162.09	\$216.12	01/01/2024	12/31/2024	\$42.83	5.0%	
	\$113.46	\$170.19	\$226.92	01/01/2025	12/31/2025	\$44.97	5.0%	
Cody Jones – Surveying Technician**	\$88.30	\$132.45	\$176.60	01/01/2021	12/31/2021	\$35.00	0.0%	
	\$92.72	\$139.08	\$185.44	01/01/2022	12/31/2022	\$36.75	5.0%	
	\$97.36	\$146.04	\$194.72	01/01/2023	12/31/2023	\$38.59	5.0%	
	\$102.23	\$153.35	\$204.46	01/01/2024	12/31/2024	\$40.52	5.0%	
	\$107.33	\$161.00	\$214.66	01/01/2025	12/31/2025	\$42.54	5.0%	
Adam Tucker – Administrative Support	\$97.13	\$145.70	\$194.26	01/01/2021	12/31/2021	\$38.50	0.0%	
	\$102.00	\$153.00	\$204.00	01/01/2022	12/31/2022	\$40.43	5.0%	
	\$107.10	\$160.65	\$214.20	01/01/2023	12/31/2023	\$42.45	5.0%	
	\$112.45	\$168.68	\$224.90	01/01/2024	12/31/2024	\$44.57	5.0%	
	\$118.07	\$177.11	\$236.14	01/01/2025	12/31/2025	\$46.80	5.0%	
Field Surveyor - Chief of Party **	\$199.52	\$299.28	\$399.04	01/01/2021	12/31/2021	\$79.08		
Field Surveyor –Chainman/Rodman**	\$184.45	\$276.68	\$368.90	01/01/2021	12/31/2021	\$73.11		
TBD – Civil Engineer	\$126.15	\$189.22	\$252.30	01/01/2021	12/31/2021	\$50.00	0.0%	\$43.00-\$57.00

	\$132.46	\$198.68	\$264.91	01/01/2022	12/31/2022	\$52.50	5.0%	\$45.50-\$59.50
	\$139.09	\$208.64	\$278.18	01/01/2023	12/31/2023	\$55.13	5.0%	\$48.13-\$62.13
	\$146.03	\$219.04	\$292.06	01/01/2024	12/31/2024	\$57.88	5.0%	\$50.88-\$64.88
	\$153.35	\$230.02	\$306.69	01/01/2025	12/31/2025	\$60.78	5.0%	\$53.78-\$67.78
TBD – Associate Engineer	\$100.92	\$151.38	\$201.84	01/01/2021	12/31/2021	\$40.00	0.0%	\$33.00-\$47.00
	\$105.96	\$158.95	\$211.93	01/01/2022	12/31/2022	\$42.00	5.0%	\$35.00-\$49.00
	\$111.26	\$166.89	\$222.53	01/01/2023	12/31/2023	\$44.10	5.0%	\$37.10-\$51.10
	\$116.84	\$175.26	\$233.68	01/01/2024	12/31/2024	\$46.31	5.0%	\$39.31-\$53.31
	\$122.67	\$184.00	\$245.33	01/01/2025	12/31/2025	\$48.62	5.0%	\$41.62-\$55.62
TBD – Assistant Engineer	\$89.57	\$134.36	\$179.14	01/01/2021	12/31/2021	\$35.50	0.0%	\$28.50-\$42.50
	\$94.06	\$141.09	\$188.12	01/01/2022	12/31/2022	\$37.28	5.0%	\$30.28-\$44.28
	\$98.75	\$148.13	\$197.50	01/01/2023	12/31/2023	\$39.14	5.0%	\$32.14-\$46.14
	\$103.69	\$155.54	\$207.38	01/01/2024	12/31/2024	\$41.10	5.0%	\$34.10-\$48.10
	\$108.87	\$163.31	\$217.74	01/01/2025	12/31/2025	\$43.15	5.0%	\$36.15-\$50.15

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant Whitson and Associates, Inc. dba Whitson Engineers Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 07/23/2021

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

Note: Add additional pages if necessary.

NOTES:

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

EXHIBIT 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: Kimberley Woltman Title *: CFO

Signature : *Kimberley Woltman* Date of Certification (mm/dd/yyyy): 07/23/2021

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

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

List services the consultant is providing under the proposed contract:

On-call Land Surveying and Civil Engineer services

EXHIBIT 10-H2 COST PROPOSAL

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering, Inc.

Role: Subconsultant
(Prime Consultant / Subconsultant / 2nd Tier Subconsultant)

Project No.: _____

Contract No.: _____

Participation Amount: _____

Date: 8/3/2021

Project Name: _____

For Combined Rate	Fringe Benefit % 80.46	+	General & Administrative 103.93%	=	<u>184.62</u> Combined ICR%
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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 %
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BILLING INFORMATION

CALCULATION INFORMATION

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

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

NOTES:

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

EXHIBIT 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.: _____

Contract No.: _____

Date: 8/3/2021

Project Name: _____

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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Elizabeth Mitchell _____

Title*: President/Principal Engineer _____

Signature: *Elizabeth M. Mitchell* _____

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

Email: elizabeth@pacengineering.net _____

Phone Number: 831-722-9446 _____

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

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering, Materials Testing, Special Inspections