

Attachment B



Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

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

Agreement No.: A-15826 ; Amendment No. 2

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-15826, Multi-Year Agreement #3200*6415, with Biggs Cardosa Associates, Inc. to provide construction management services for the Hartnell Road Bridge Replacement Project, County Bridge No. 209, Request for Proposals #10804, to increase the not to exceed amount by \$199,698 for a total amount not to exceed \$880,172 with no extension to the term from June 15, 2022 to June 14, 2025, with the option to extend the term for two additional 1-year period(s); and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 2 to Professional Services Agreement No. A-15826 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 5th day of December 2023, by roll call vote:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 5, 2023.

Dated: December 13, 2023

File ID: A 23-553

Agenda Item No.: 67

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-15826 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Biggs Cardosa 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-15826 with County on June 8, 2022 (hereinafter, “Agreement”) to provide construction management services (hereinafter, “services”) for the Hartnell Road Bridge Replacement Project (Project No. 3854) (hereinafter, “Project”), under Request for Proposals (RFP) #10804 through and including June 14, 2025, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$393,328; and

WHEREAS, Agreement was amended by the Parties on April 21, 2023 (hereinafter, “Amendment No. 1”, including Exhibit A-1, Payment Provisions) to increase the amount by \$287,146 which resulted in a total not to exceed amount of \$680,474 with no extension to the term; and

WHEREAS, due to the 2023 winter storm damage additional services are necessary from CONTRACTOR to allow for repair of the Project, including implementation of emergency channel protection, coordination, and management of the required permit extensions, permit updates, and design of the permanent repair improvements, and construction management of the permanent repair improvements; and

WHEREAS, completion of the Project has been delayed due to the CONTRACTOR’s additional needed services, including project close-out; and

WHEREAS, the hourly billing rates for CONTRACTOR’s subcontractor, BKF Engineers, included in Exhibit A-1 – Payment Provisions of the Agreement require correction, retroactive and effective April 21, 2023, to revert BKF Engineers hourly billing rates in Amendment No. 1 back to the original hourly billing rates of the Agreement; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$199,698 for a total amount not to exceed \$880,172 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

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, A-1, A-2, and B**, 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 \$880,172.

2. Amend Paragraph 4, “Scope of Services/Payment Provisions” to add “Exhibit A-1A – Correct Payment Provisions to BKF Engineers (CONTRACTOR’s subcontractor) for Amendment No. 1 to Agreement” and “Exhibit A-2 – Cost Proposal for Amendment No. 2 to Agreement”.
3. Delete Pages 9 and 10 of Exhibit A-1 – Payment Provisions of Agreement and replace with Exhibit A-1A – Correct Payment Provisions to BKF Engineers (CONTRACTOR’s subcontractor) for Amendment No. 1 to Agreement which reverts (retroactive and effective April 21, 2023) BKF Engineers hourly billing rates in Amendment No. 1 back to the original hourly billing rates of the Agreement; and
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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: _____

Angelica Ruelas

4DFC1176E799451...

Its: _____

Management Analyst/ Deputy
Purchasing Agent
(Print Name and Title)

Date: _____

12/14/2023 | 3:06 PM PST

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: _____

Mary Grace Perry

A1933B26E717442...

Mary Grace Perry

Deputy County Counsel

Date: _____

11/17/2023 | 9:55 AM PST

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By: _____

Jennifer Forsyth

4E7E657875454AE...

Its: _____

Auditor-Controller Analyst II
(Print Name and Title)

Date: _____

11/17/2023 | 3:10 PM PST

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel

David Bolton, Risk Manager

By: _____

Date: _____

CONTRACTOR*

Biggs Cardosa Associates, Inc.

By: _____

Mahvash M. Harms

89FBF84E77C9427...

Its: _____

Mahvash M. Harms, Chairman of the
Board and Executive Vice President
(Print Name and Title)

Date: _____

11/15/2023 | 12:52 PM PST

By: _____

Daniel B. Devlin

80EAF87EC909459...

Its: _____

Daniel B. Devlin, Secretary
(Print Name and Title)

Date: _____

11/15/2023 | 10:40 PM CST

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SUBCONTRACTOR) FOR AMENDMENT NO. 1 TO AGREEMENT

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant BKF Engineers Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Hartnell Road Bridge Replacement CM, Monterey County – Additional Services Request 1 Contract No. #10804 Participation Amount \$ 5,000 Date February 16, 2023

For Combined Rate	Fringe Benefit % + General &Administrative %	= 189.88%	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %	=	Field Office ICR%
Fee			= 10%

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			
Davis Thresh - Principal-in-Charge	\$304.91	N/A	N/A	01/01/2021	12/31/2021	\$97.39		Not Applicable
	\$320.16	N/A	N/A	01/01/2022	12/31/2022	\$102.26	5.0%	
	\$336.16	N/A	N/A	01/01/2023	12/31/2023	\$107.37	5.0%	
Walter Stemberga - QA/QC Manager	\$243.95	N/A	N/A	01/01/2021	12/31/2021	\$77.92		Not Applicable
	\$256.15	N/A	N/A	01/01/2022	12/31/2022	\$81.82	5.0%	
	\$268.96	N/A	N/A	01/01/2023	12/31/2023	\$85.91	5.0%	
David Darling - Survey Manager	\$209.76	N/A	N/A	01/01/2021	12/31/2021	\$67.00		Not Applicable
	\$220.25	N/A	N/A	01/01/2022	12/31/2022	\$70.35	5.0%	
	\$231.27	N/A	N/A	01/01/2023	12/31/2023	\$73.87	5.0%	
John Lanfranki - Project Surveyor	\$172.20	N/A	N/A	01/01/2021	12/31/2021	\$55.00		Not Applicable
	\$180.80	N/A	N/A	01/01/2022	12/31/2022	\$57.75	5.0%	
	\$189.85	N/A	N/A	01/01/2023	12/31/2023	\$60.64	5.0%	
Jason Simmons - Laser Scanning Specialist	\$203.50	N/A	N/A	01/01/2021	12/31/2021	\$65.00		Not Applicable
	\$213.68	N/A	N/A	01/01/2022	12/31/2022	\$68.25	5.0%	
	\$224.36	N/A	N/A	01/01/2023	12/31/2023	\$71.66	5.0%	

EXHIBIT 10-A CORRECT PAYMENT PROVISIONS TO BKF ENGINEERS (CONTRACTOR'S SUBCONTRACTOR) FOR AMENDMENT NO. 1 TO AGREEMENT

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

(Add pages as necessary)

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			
Matt Dinatale - Field Surveyor	\$164.90	N/A	N/A	01/01/2021	12/31/2021	\$52.67		Not Applicable
	\$173.15	N/A	N/A	01/01/2022	12/31/2022	\$55.30	5.0%	
	\$181.80	N/A	N/A	01/01/2023	12/31/2023	\$58.07	5.0%	

EXHIBIT A-2 - COST PROPOSAL FOR AMENMENT NO. 2 TO AGREEMENT

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates, Inc. X Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Hartnell Bridge Replacement CM & Inspection ADDITIONAL SERVICES No. 2 Contract No. Participation Amount (including subs): \$199,698 Date: 9/26/2023

Summary table for Fringe Benefit % + General & Administrative % = 129.54% Combined ICR% and Fee = 10%

Main table with columns: Name/Job Title/Classification, Hourly Billing Rates, Effective date of hourly rate, Actual or Avg. Hourly Rate, % or \$ increase, Hourly range - for classifications only

EXHIBIT A-2 - COST PROPOSAL FOR AMENMENT NO. 2 TO AGREEMENT

Cost Proposal

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

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. **Hartnell Bridge Replacement CM & Inspection
 ADDITIONAL SERVICES No. 2** Contract No. Participation Amount **\$199,698** Date: **9/26/2023**
 (including subs):

For Combined Rate	Fringe Benefit % + General & Administrative %	=	129.54% Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
		Fee =	10%

BILLING INFORMATION						CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly range - for classifications only		
	Straight	OT(1.5x)	OT(2x)	From	To					
	\$ 208.78	\$250.12	\$291.47	10/1/2023	9/30/2024	\$ 82.69	5.00%	\$ 60.64	to	\$ 88.20
	\$ 219.22	\$262.63	\$306.04	10/1/2024	9/30/2025	\$ 86.82	5.00%	\$ 63.67	to	\$ 92.61
Inspector IV	\$ 159.07	\$190.57	\$222.07	10/1/2021	9/30/2022	\$ 63.00		\$ 33.00	to	\$ 80.00
	\$ 167.02	\$200.10	\$233.17	10/1/2022	9/30/2023	\$ 66.15	5.00%	\$ 34.65	to	\$ 84.00
	\$ 175.38	\$210.10	\$244.83	10/1/2023	9/30/2024	\$ 69.46	5.00%	\$ 36.38	to	\$ 88.20
	\$ 184.14	\$220.61	\$257.08	10/1/2024	9/30/2025	\$ 72.93	5.00%	\$ 38.20	to	\$ 92.61
Inspector III	\$ 148.97	\$178.47	\$207.97	10/1/2021	9/30/2022	\$ 59.00		\$ 30.00	to	\$ 70.00
	\$ 156.42	\$187.40	\$218.37	10/1/2022	9/30/2023	\$ 61.95	5.00%	\$ 31.50	to	\$ 73.50
	\$ 164.24	\$196.76	\$229.29	10/1/2023	9/30/2024	\$ 65.05	5.00%	\$ 33.08	to	\$ 77.18
	\$ 172.45	\$206.60	\$240.75	10/1/2024	9/30/2025	\$ 68.30	5.00%	\$ 34.73	to	\$ 81.03
Inspector II	\$ 138.87	\$166.37	\$193.87	10/1/2021	9/30/2022	\$ 55.00		\$ 25.00	to	\$ 65.00
	\$ 145.82	\$174.69	\$203.57	10/1/2022	9/30/2023	\$ 57.75	5.00%	\$ 26.25	to	\$ 68.25
	\$ 153.11	\$183.42	\$213.74	10/1/2023	9/30/2024	\$ 60.64	5.00%	\$ 27.56	to	\$ 71.66
	\$ 160.76	\$192.60	\$224.43	10/1/2024	9/30/2025	\$ 63.67	5.00%	\$ 28.94	to	\$ 75.25
Inspector I	\$ 133.82	\$160.32	\$186.82	10/1/2021	9/30/2022	\$ 53.00		\$ 22.00	to	\$ 65.00
	\$ 140.51	\$168.34	\$196.16	10/1/2022	9/30/2023	\$ 55.65	5.00%	\$ 23.10	to	\$ 68.25
	\$ 147.54	\$176.75	\$205.97	10/1/2023	9/30/2024	\$ 58.43	5.00%	\$ 24.26	to	\$ 71.66
	\$ 154.92	\$185.59	\$216.27	10/1/2024	9/30/2025	\$ 61.35	5.00%	\$ 25.47	to	\$ 75.25

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

EXHIBIT A-2 - COST PROPOSAL FOR AMENMENT NO. 2 TO AGREEMENT**Cost Proposal****EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates, Inc. Prime Consultant SubconsultantProject No. **Hartnell Bridge Replacement CM & Inspection**
ADDITIONAL SERVICES No. 2

Contract No.

Date **9/26/2023****SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Item	Quantity	Unit	Unit Cost	Total		
				ASR1	ASR2	
Travel						
A. Mileage	12600	MILE	\$0.655	\$3,537	\$2,358	\$1,572
B. Rental Vehicle		EA	Actual			
C. Per Diem		EA	IRS Rate			
D. Lodging		EA	IRS Rate			
Prints & Reproductions						
A. Outside Reproduction		EA	Actual			
B. In-House CADD Prints		EA	\$0.30			
C. In-House CADD Plots		EA	\$1.50			
Project Specific Delivery Services						
A. Delivery Services		EA	Actual			
B. Express Mail/USPS		EA	Actual			
C. Truck Rental		EA	Actual			
D. SWPPP NOI RWQCB Application Fee		EA	Actual	\$600		
E Temporary Emergency Repair NOI RWQCB Application Fee		EA	Actual	\$2,806		
F Permanent Emergency Repair NOI RWQCB Application Fee		EA	Actual	\$2,806		
Subconsultants						
Ninyo & Moore:			Actual	\$24,000	\$22,040	\$12,244
Galvin Preservation Associates:			Actual	\$0		
BKF:			Actual	\$5,000		
			TOTAL	\$38,750	\$2,358	\$22,826
					\$13,816	

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. 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.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT A-2 - COST PROPOSAL FOR AMENDMENT NO. 2 TO AGREEMENT

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

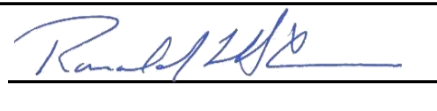
Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ronald Oen Title: Principal
 Signature:  Date of Certification (mm/dd/yyyy): 9/26/2023
 Email: roen@biggs-cardosa.com Phone Number: 408.781.4549

\$0

* 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:

Hartnell Bridge Replacement CM & Inspection_ ADDITIONAL SERVICES No. 1:		\$325,896	NOTES
1) Increase contract work days from 145 to 150 working days = Additional 5 working days 5-days x (25% RE, 35% Sr Eng, 100% Insp II) SWPPP NOI RWQCB Application Fee = \$600 [Direct Cost] Mileage 120 miles/day x 5 days = 600 Miles [Direct Cost]		\$11,124	
2) Hartnell Road Extension Raised Profile (Sept 10, 2022 - Dec 23, 2022) 53 working days 53-days x (25% RE, 35% Sr Eng) BKF Survey Check [Subconsultant] N&M Materials Testing [Subconsultant]		\$77,510	
3) Hartnell Road Emergency Repair (Dec 12, 2022 - Jan 30, 2023) 32 working days Required Additional Staffing (Dec 12, 2022 - Jan 30, 2023) 32 working days 32-days x (25% RE, 35% Sr Eng, 100% Insp II) Temporary Emergency Repair NOI RWQCB Application Fee = \$2,806.45 Direct Cost [\$2,734 fee + \$72.45 handling fee]		\$67,647	
3.1) Contract delay / extension to complete temporary emergency repair (Feb 1, 2023 - Mar 30, 2023) 40 working days 40-days x (10% RE, 20% Sr Eng, 50% Insp II) Mileage 120 miles/day x 20 days = 2,400 miles [Direct Cost]		\$41,636	Stopped field work on 3/16/23 (25% of 50% Insp II work completed before stopped) -\$11,110 <-- Credit for 25% Insp II work remaining (potential - not incorporated yet)
3.2) Contract delay / extension to complete permanent emergency repair (Apr 3, 2023 - June 30, 2023) 66 working days 3.2.1) (April 3 - June 2, 2023) 44 working days 44-days x (25% RE, 35% Sr Eng) \$40,273 3.2.2) (June 5 - June 30, 2023) 22 working days 22-days x (25% RE, 35% Sr Eng, 100% Insp II) \$48,956 Mileage 120 miles/day x 22 days = 2,400 miles [Direct Cost] Permanent Emergency Repair NOI RWQCB Application Fee = \$2,806.45 Direct Cost [\$2,734 fee + \$72.45 handling fee]		\$89,229	Stopped field work on 3/16/23 (0% of 100% Insp II work completed) -\$24,441 <-- Credit for 100% Insp II remaining (potential not incorporated yet)
Hartnell Bridge Replacement CM & Inspection_ ADDITIONAL SERVICES No. 2:		\$199,698	-\$35,551 <-- Total Credit for remaining field work from ASR 1 (potential not incorporated yet)
3.3) Contract delay / extension to complete permanent emergency repair (July 3, 2023-Nov 30, 2023) 106 working days		\$235,249	
3.3.1) (July 3, 2023 - Aug 8, 2023) 26 working days - Construction down time / Permit Extension Coordination 26-days x (25% RE, 35% Sr Eng) \$21,143		\$21,143	
3.3.2) (Aug 9 - Sept 20, 2023) 30 working days - Regular Time (5-day Calendar) 30-days x (25% RE, 35% Sr Eng, 100% Insp II @ 1.0 rate) 30-days x (+37.5% Insp II) <-- [25% Insp II @ 1.5 rate] Mileage 120 miles/day x 30 days = 3,600 miles [Direct Cost] N&M Subconsultant (Materials Testing) = \$31,000 [Direct Cost]		\$79,309	Insp II --> (8hr/8hr) per day = 100% of a day Insp II --> (2hr/8hr) per day @ 1.5 rate = 25% of a day x 1.5 rate = 37.5% Insp II Total = 100% + 37.5% = 137.5%
3.3.3) (Sept 21 - Sept 30, 2023) 10 working days - Extended Time 12 hr/day (7-day Calendar) 10-days x (25% RE, 35% Sr Eng, 70% Insp II @ 1.0 rate) 10-days x (+19.05% Insp II) <-- [12.7% Insp II @ 1.5 rate] 10-days x (+65% Insp II) <-- [32.5% Insp II @ 2.0 rate] Mileage 120 miles/day x 10 days = 1,200 miles [Direct Cost] N&M Subconsultant (Materials Testing) = \$22,040 [Direct Cost]		\$50,459	Start OT 9/21/2023 Insp II 8 hrs at project site @ regular time Insp II 8 hrs on 2 Saturdays + 2 hrs drive time on 5 weekdays @ OT (1.5 rate) Insp II 14 hrs on Sunday + 6 hours of Saturday shift and travel time on Saturdays @ OT (2.0 rate)
3.3.4) (Oct 02, 2023 - Nov 30, 2023) 40 working days - Regular Time (5-day Calendar) 40-days x (25% RE, 35% Sr Eng, 50% Insp II) 40-days x (+18.75% Insp II) <-- [12.5% Insp II @ 1.5 rate] Mileage 120 miles/day x 20days = 2,400 miles [Direct Cost] N&M Subconsultant (Materials Testing) = \$12,244 [Direct Cost]		\$84,338	Insp II --> (20d/40d)(8hr/8hr) per day = 50% of a day Insp II --> (20d/40d)(2hr/8hr) per day @ 1.5 rate = 12.5% of a day x 1.5 rate = 18.75% Insp II Total = 50% + 18.75% = 68.75%

EXHIBIT A-2 - COST PROPOSAL FOR AMENDMENT NO. 2 TO AGREEMENT

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Consultant Ninyo & Moore Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Hartnell Road Bridge Replacement CM - Additional Services Request 2 Contract No. 10804 Participation Amount \$34283.38 9/26/2023

For Combined Rate	Fringe Benefit % + General Administrative %	=	137.19%
OR			
For Home Office Rate	Fringe Benefit % + General Administrative %	=	137.19%
For Field Office Rate	Fringe Benefit % + General Administrative %	=	137.19%
FEE			= 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company 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			
Ransom Hennefer, PE, GE	\$188.17	N/A	N/A	1/1/22	12/31/22	\$72.12	0%	Not applicable
Principal Engineer	\$195.69	N/A	N/A	1/1/23	12/31/23	\$75.00	4%	
	\$203.52	N/A	N/A	1/1/24	12/31/24	\$78.00	4%	
	\$211.66	N/A	N/A	1/1/25	12/31/25	\$81.13	4%	
Bryan Steinbruek, ACI, ICC, NICET, Caltrans	\$119.16	\$141.99	\$164.83	1/1/22	12/31/22	\$45.67	0%	Not applicable
Laboratory Manager	\$123.92	\$147.67	\$171.42	1/1/23	12/31/23	\$47.50	4%	
	\$128.88	\$153.58	\$178.28	1/1/24	12/31/24	\$49.40	4%	
	\$134.04	\$159.72	\$185.41	1/1/25	12/31/25	\$51.37	4%	
Jalal Keramat, EIT, ACI, ICC, DSA	\$165.16	\$196.81	\$228.46	1/1/22	12/31/22	\$63.30	0%	Not applicable
Special Inspector	\$171.76	\$204.68	\$237.59	1/1/23	12/31/23	\$65.83	4%	
	\$178.63	\$212.86	\$247.10	1/1/24	12/31/24	\$68.47	4%	
	\$185.78	\$221.38	\$256.98	1/1/25	12/31/25	\$71.20	4%	
Johnkin Eliyeh-Ordshahi, AWS-CWI	\$168.08	\$200.29	\$232.50	1/1/22	12/31/22	\$64.42	0%	Not applicable
Special Inspector	\$174.80	\$208.30	\$241.80	1/1/23	12/31/23	\$67.00	4%	
	\$181.79	\$216.63	\$251.47	1/1/24	12/31/24	\$69.68	4%	
	\$189.06	\$225.30	\$261.53	1/1/25	12/31/25	\$72.46	4%	
Peter Manchester, ACI, Caltrans	\$140.26	\$167.14	\$194.02	1/1/22	12/31/22	\$53.76	0%	Not applicable
Field Technician	\$145.88	\$173.83	\$201.79	1/1/23	12/31/23	\$55.91	4%	
	\$151.71	\$180.78	\$209.86	1/1/24	12/31/24	\$58.15	4%	
	\$157.78	\$188.02	\$218.25	1/1/25	12/31/25	\$60.47	4%	
	\$0.00	\$0.00	\$0.00	1/1/19	12/31/19	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/20	12/31/20	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/21	12/31/21	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/22	12/31/22	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/23	12/31/23	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/19	12/31/19	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/20	12/31/20	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/21	12/31/21	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/22	12/31/22	\$0.00	0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	1/1/23	12/31/23	\$0.00	0%	\$00 - \$00

EXHIBIT A-2 - COST PROPOSAL FOR AMENDMENT NO. 2 TO AGREEMENT

Local Assistance Procedures Manual

Exhibit 10-H2
Cost Proposal**EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant Ninyo & Moore Prime Consultant SubconsultantProject No. Hartnell Road Bridge Replacement CM - Additional ServicesContract No. 10804Date 03/23/2023

Request 1		SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Item	Quantity	Unit	Unit Cost	Total	
Mileage Costs	TBD	mile	\$ 0.655	#VALUE!	
Vehicle	TBD	hour	\$ 12.00	#VALUE!	
Concrete Core Equipment (includes one tech)	TBD	hour	\$ 160.00	#VALUE!	
Anchor Load Test Equipment (includes tech)	TBD	hour	\$ 105.00	#VALUE!	
Hand Auger Equipment	TBD	day	\$ 65.00	#VALUE!	
Rebar Locator	TBD	hour	\$ 30.00	#VALUE!	
Nuclear Density Gauge Usage	TBD	hour	\$ 13.00	#VALUE!	
Laboratory Testing	See attached fee schedule			\$ -	
Subconsultant 1:				\$ -	
Subconsultant 2:				\$ -	
Subconsultant 3:				\$ -	
Subconsultant 4:				\$ -	

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed 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 Sate 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. 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 a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.