# Attachment A

## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND HARRIS & ASSOCIATES, INC.

**THIS AMENDMENT NO. 2** to Professional Services Agreement No. A-15640 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Harris & 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-15640 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, the Agreement was amended by the Parties on April 21, 2023 (hereinafter, "Amendment No. 1", including Exhibit A-1 - Exhibit 10-H2 Cost Proposal for Contractor and Subcontractors, retroactive and effective December 7, 2021) to update the provisions, to update Exhibit 10-H2 Cost Proposal of the Caltrans Local Assistance Procedures Manual (LAPM) in Exhibit A and to increase the amount by \$2,000,000 which resulted in a total not to exceed amount of \$3,000,000 with no extension to the term; and

WHEREAS, the Parties agree that 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-15640, and which are now fully set forth in Exhibit A-1 of Amendment No. 1 to Agreement; and

WHEREAS, provisions of the Agreement require an update; and

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

**WHEREAS**, the Parties agree that the CONTRACTOR's hourly billing rates in Exhibit A-1 of the Agreement require an update effective December 7, 2024; and

**WHEREAS**, the Parties agree that the CONTRACTOR's 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

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**WHEREAS**, the Parties wish to further amend the Agreement to update provisions, to update CONTRACTOR's hourly billing rates effective December 7, 2024, to extend the term for two (2) additional years to December 6, 2026, and to increase the amount by \$1,000,000 for a total amount not to exceed \$4,000,000 to allow CONTRACTOR to continue to provide 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 and A-2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONRACTOR under this Agreement shall not exceed the sum of \$4,000,000.

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

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

- 3. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-2, Contractor's Revised Hourly Billing Rates", effective December 7, 2024.
- 4. In all places within the Agreement, any reference to Contractor's Hourly Billing Rates in Exhibits A and A-1 are hereby replaced with "Exhibit A-2, Contractor's Revised Hourly Billing Rates", effective December 7, 2024.
- 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

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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:

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

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

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

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

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(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.)

<u>Workers' Compensation Insurance</u>, 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.)

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

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

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

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

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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 officiens, 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

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indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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

CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

- 9. In all places within the Agreement, any reference to County's email address of <u>PWFP</u>-<u>Finance-AP@co.monterey.ca.us</u> for invoicing, is hereby replaced with <u>PWFP-Finance-AP@countyofmonterey.gov</u>.
- 10. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA #3200\*6174.
- 11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 12. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 13. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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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	CONTRACTOR* Harris & Associates, Inc.					
By:	By: FRANK LOPEZ					
Its: (Print Name and Title)	Its: Frank Lopez, Vice President (Print Name and Title)					
Date:	Date: 10/30/2024   3:54 PM MDT					
Approved as to Form Office of the County Counsel	By: Preston Hatch					
Susan K. Blitch, County Counsel	(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)					
By: Michael J. Whilden	Its: Preston Hatch, CFO (Print Name and Title)					
Michael J. Whilden Deputy County Counsel	Date: 10/30/2024   4:23 PM PDT					
Date: <u>11/1/2024   2:09 PM PDT</u>						
Approved as to Fiscal Provisions Rupa Shah, <u>Auditor</u> , Controller						
By: Jennifer Forsyth						
Its:Auditor-Controller Analyst II						
(Print Name and Title) Date: 11/1/2024   4:05 PM PDT						
Approved as to Indemnity and Insurance Provisio	ns					

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.

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## \_ \_ - REVISED CONTRACTOR'S HOURLY BILLING RATES

#### Effective December 7, 2024

Local Assistance Procedures Manual

EXHIBIT 10-H2 Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of x SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed Consultant	Harris & Associates			Prime Consultant	□ Subconsultant	□ 2nd Tie	☐ 2nd Tier Subconsultant Date 10/14/2024	
Project No.	#10806	Contract No.	. <u>N/A</u>	Participation Amount TBD		Date 10/14		
For Combined Rate	Fringe Benefit %	+	General & A	administration %	= Cor	nbined Indirect	Cost Rate (ICR) % 235.98%	
For Home Office Rate	Fringe Benefit %	+	General & A	dministration %	=	]	Home Office ICR % 0.00%	
For Field Office Rate	Fringe Benefit %	+	General & A	administration %	=		Field Office ICR % 0.00%	
						FEE % =	10.00%	

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification <sup>1</sup>		y Billing Rates <sup>3</sup>			date of hourly rate	Actual or Avg.	% or \$ increase	Hourly range - for	
	Straight	OT(1.5x)	OT(2x)	Froi	n To	hourly rate <sup>4</sup>		classifications only	
Principal-in-Charge	\$484.41	N/A	N/A	12/7/2024	12/31/2024	\$131.07		Not Applicable	
	\$498.94	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$513.91			1/1/2026	12/6/2026		3.00%		
Principal Engineer II	\$473.43	N/A	N/A	12/7/2024	12/31/2024	\$128.10		Not Applicable	
	\$487.63	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$502.26			1/1/2026	12/6/2026		3.00%		
Princpal Engineer I	\$380.04	N/A	N/A	12/7/2024	12/31/2024	\$102.83		Not Applicable	
	\$391.44	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$403.18			1/1/2026	12/6/2026		3.00%		
Senior Project Manager II	\$351.10	N/A	N/A	12/7/2024	12/31/2024	\$95.00		Not Applicable	
	\$361.63	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$372.48			1/1/2026	12/6/2026		3.00%		
Sr. Project Manager I	\$314.10	N/A	N/A	12/7/2024	12/31/2024	\$84.99		Not Applicable	
3 0	\$323.53	N/A	N/A	1/1/2025	12/31/2025		3.00%	* *	
	\$333.23			1/1/2026	12/6/2026		3.00%		

(Add pages as necessary)

NOTES:

1. Key personnel <u>must</u> be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and 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.

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#### Effective December 7, 2024

Local Assistance Procedures Manual

#### EXHIBIT 10-H2

Cost Proposal

#### **EXHIBIT 10-H2 COST PROPOSAL** Page 2 of x SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed Consultant	Harris & Associates			⊠ Prime Consultant	□ Subconsultant	□ 2nd	Tier Subconsultant
Project Number	#10806	Contract No.	N/A	Participation Amount TBD		Date 10	/14/2024
For Combined Rate	Fringe Benefit %	+	General & Ad	dministration %	= Cor	mbined Indire	eet Cost Rate (ICR) % 235.98%
For Home Office Rate	Fringe Benefit %	+	General & Ao	1ministration %	=		Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & A	dministration %	=		Field Office ICR % 0.00%
						FEE % =	10.00%

BILLING INFORMATION				CALCULATION INFORMATION					
	Hour	ly Billing Rates <sup>3</sup>		Effective	date of hourly rate	Actual or Avg.	% or \$ increase	Hourly range - for	
Name/Job Title/Classification <sup>1</sup>	Straight	OT(1.5x)	OT(2x)	From	m To	hourly rate <sup>4</sup>	76 or 5 increase	classifications only	
Project Manager III	\$298.25	N/A	N/A	12/7/2024	12/31/2024	\$80.70		Not Applicable	
	\$307.20	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$316.41			1/1/2026	12/6/2026		3.00%		
Project Manager II	\$259.00	N/A	N/A	12/7/2024	12/31/2024	\$70.08		Not Applicable	
	\$266.77	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$274.77			1/1/2026	12/6/2026		3.00%		
Project Manager I	\$226.85	N/A	N/A	12/7/2024	12/31/2024	\$61.38		Not Applicable	
	\$233.65	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$240.66			1/1/2026	12/6/2026		3.00%		
Sr. Engineer III	\$295.40	N/A	N/A	12/7/2024	12/31/2024	\$79.93		Not Applicable	
	\$304.27	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$313.39			1/1/2026	12/6/2026		3.00%		
Senior Engineer II	\$237.49	N/A	N/A	12/7/2024	12/31/2024	\$64.26		Not Applicable	
	\$244.62	N/A	N/A	1/1/2025	12/31/2025		3.00%		
	\$251.95			1/1/2026	12/6/2026		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

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

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

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## \_ \_ - REVISED CONTRACTOR'S HOURLY BILLING RATES

#### Effective December 7, 2024

Local Assistance Procedures Manual

#### EXHIBIT 10-H2

**Cost Proposal** 

EXHIBIT 10-H2 COST PROPOSAL Page 2 of x SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed Consultant	Harris & Associates			⊠ Prime Consultant	□ Subconsultant	□ 2nd	Tier Subconsultant
Project Number	#10806	Contract No.	. <u>N/A</u>	Participation Amount TBD		Date 10/	
For Combined Rate	Fringe Benefit %	+	General & A	dministration %	= Con	nbined Indire	ct Cost Rate (ICR) % 235.98%
For Home Office Rate	Fringe Benefit %	+	General & A	dministration %	=		Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & A	dministration %	=		Field Office ICR % 0.00%
						FEE % =	10.00%

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification <sup>1</sup>	Hourl	y Billing Rates <sup>3</sup> OT(1.5x)	OT(2x)		Effective date of hourly rate Actual <b>or</b> Avg. From To hourly rate <sup>4</sup>			Hourly range - for classifications only	
Senior Engineer I	\$215.87 \$222.35 \$229.02	N/A N/A	N/A N/A	12/7/2024	12/31/2024 12/31/2025 12/6/2026	\$58.41	3.00% 3.00%	Not Applicable	
Engineer IV	\$213.58 \$219.99 \$226.59	N/A N/A	N/A N/A		12/31/2024 12/31/2025 12/6/2026	\$57.79	3.00% 3.00%		
Engineer III	\$184.72 \$190.26 \$195.96	N/A N/A	N/A N/A		12/31/2024 12/31/2025 12/6/2026	\$49.98	3.00% 3.00%		
Engineer II	\$166.31 \$171.30 \$176.44	N/A N/A	N/A N/A		12/31/2024 12/31/2025 12/6/2026	\$45.00	3.00% 3.00%		
Engineer I	\$140.44 \$144.65 \$148.99	\$210.66 \$216.98	\$280.88 \$289.31	12/7/2024 1/1/2025 1/1/2026	12/31/2024 12/31/2025 12/6/2026	\$38.00	3.00% 3.00%		

(Add pages as necessary)

NOTES:

1. Key personnel <u>must</u> be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and 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.

## \_ \_ - REVISED CONTRACTOR'S HOURLY BILLING RATES

#### Effective December 7, 2024

Local Assistance Procedures Manual

#### EXHIBIT 10-H2

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 2 of x SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed Consultant	Harris & Associates			⊠ Prime Consultant	□ Subconsultant	□ 2nd	Tier Subconsultant	
Project Number	#10806	Contract No.	. <u>N</u> /A	Participation Amount TBD		Date 10	Date 10/14/2024	
For Combined Rate	Fringe Benefit %	+	General & A	dministration %	= Con	nbined Indire	ect Cost Rate (ICR) % 235.98%	
For Home Office Rate	Fringe Benefit %	+	General & A	dministration %	=		Home Office ICR % 0.00%	
For Field Office Rate	Fringe Benefit %	+	General & A	dministration %	=		Field Office ICR % 0.00%	
						FEE % =	10.00%	

BILLING INFORMATION				CALCULATION INFORMATION					
Hour	y Billing Rates <sup>3</sup>		Effective	date of hourly rate	Actual or Avg.	% or § increase	Hourly range - for		
Straight	OT(1.5x)	OT(2x)	From	m To	hourly rate4	70 OI \$ Increase	classifications only		
\$361.60	N/A	N/A	12/7/2024	12/31/2024	\$97.84		Not Applicable		
\$372.44	N/A	N/A		12/31/2025					
\$383.62			1/1/2026	12/6/2026		3.00%			
\$345.59	N/A	N/A	12/7/2024	12/31/2024	\$93.51		Not Applicable		
\$355.96	N/A	N/A	1/1/2025	12/31/2025		3.00%			
\$366.64			1/1/2026	12/6/2026		3.00%			
\$293.63	N/A	N/A	12/7/2024	12/31/2024	\$79.45		Not Applicable		
\$302.44	N/A	N/A	1/1/2025	12/31/2025		3.00%			
\$311.51			1/1/2026	12/6/2026		3.00%			
\$187.89	N/A	N/A	12/7/2024	12/31/2024	\$50.84		Not Applicable		
\$193.53	N/A	N/A	1/1/2025	12/31/2025		3.00%			
\$199.34			1/1/2026	12/6/2026		3.00%			
\$166.31	\$249.47	\$332.62	12/7/2024	12/31/2024	\$45.00		Not Applicable		
\$171.30	\$256.95	\$342.60	1/1/2025	12/31/2025		3.00%	**		
\$176.44			1/1/2026	12/6/2026		3.00%			
	Hour Straight \$361.60 \$372.44 \$383.62 \$345.59 \$355.96 \$366.64 \$293.63 \$302.44 \$311.51 \$187.89 \$193.53 \$199.34 \$166.31 \$171.30	Hourly Billing Rates <sup>3</sup> Straight OT(1.5x)   \$361.60 N/A   \$372.44 N/A   \$383.62 N/A   \$345.59 N/A   \$355.96 N/A   \$366.64 N/A   \$293.63 N/A   \$302.44 N/A   \$311.51 N/A   \$187.89 N/A   \$193.53 N/A   \$199.34 S199.34   \$166.31 \$249.47   \$171.30 \$256.95	Hourly Billing Rates <sup>3</sup> Straight OT(1.5x) OT(2x)   \$361.60 N/A N/A   \$372.44 N/A N/A   \$383.62     \$345.59 N/A N/A   \$355.96 N/A N/A   \$366.64     \$293.63 N/A N/A   \$302.44 N/A N/A   \$311.51     \$187.89 N/A N/A   \$193.53 N/A N/A   \$199.34     \$166.31 \$249.47 \$332.62   \$171.30 \$256.95 \$342.60	Hourly Billing Rates <sup>3</sup> Effective   Straight OT(1.5x) OT(2x) From   \$361.60 N/A N/A 12/7/2024   \$372.44 N/A N/A 1/1/2025   \$383.62 1/1/2026 1/1/2026   \$345.59 N/A N/A 1/1/2025   \$345.59 N/A N/A 1/1/2026   \$366.64 1/1/2025 1/1/2026   \$293.63 N/A N/A 1/1/2025   \$311.51 1/1/2025 1/1/2026   \$187.89 N/A N/A 1/1/2026   \$186.31 \$249.47 \$332.62 12/7/2024   \$171.30 \$226.95 \$342.60 1/1/2025	Hourly Billing RatesEffective date of hourly rateStraightOT(1.5x)OT(2x)FromTo\$361.60N/AN/AN/A12/7/202412/31/2024\$372.44N/AN/A1/1/202512/31/2025\$383.621/11/1/202612/6/2026\$345.59N/AN/A1/1/202512/31/2024\$355.96N/AN/A1/1/202512/31/2025\$366.641/1/202612/6/20261/1/2026\$293.63N/AN/A1/1/202512/31/2024\$302.44N/AN/A1/1/202512/31/2025\$311.511/1/202612/6/20261/1/2026\$187.89N/AN/A1/1/202512/31/2024\$199.34N/AN/A1/1/202612/6/2026\$166.31\$249.47\$332.6212/7/202412/31/2024\$171.30\$256.95\$342.601/1/202512/31/2024	Hourly Billing RatesEffective date of hourly rateActual or Avg.StraightOT(1.5x)OT(2x)FromToActual or Avg. hourly rate4\$361.60N/AN/A12/7/202412/31/2024\$97.84\$372.44N/AN/A1/1/202512/31/2025\$97.84\$383.62112/7/202412/31/2026\$97.84\$345.59N/AN/A12/7/202412/31/2024\$93.51\$355.96N/AN/A1/1/202512/31/2025\$93.51\$366.64112/7/202412/31/2025\$93.51\$302.44N/AN/A12/7/202412/31/2025\$79.45\$302.44N/AN/A1/1/202512/6/2026\$79.45\$187.89N/AN/A12/7/202412/31/2024\$50.84\$193.53N/AN/A1/1/202512/31/2025\$50.84\$199.341\$332.6212/7/202412/31/2025\$50.84\$197.30\$256.95\$342.601/1/202512/31/2024\$45.00	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $		

(Add pages as necessary)

NOTES:

1. Key personnel <u>must</u> be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and 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.