

Attachment A

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 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 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, Agreement was amended by the Parties on December 14, 2023 (hereinafter, “Amendment No. 2”, including 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) to increase the amount by \$199,698 which resulted in a total not to exceed amount of \$880,172 with no extension to the term; and

WHEREAS, the provisions of the Agreement require an update; and

WHEREAS, ongoing construction management services during the one (1)-year revegetation maintenance and monitoring period are necessary to allow for the completion and close-out of the Project; and

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

WHEREAS, the Parties wish to further amend the Agreement to update the provisions and to increase the amount by \$75,567 for a total amount not to exceed \$955,739 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 3.

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-1A, A-2, A-3, 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 \$955,739.

2. Amend Paragraph 4, “Scope of Services/Payment Provisions” to add “Exhibit A-3 – Cost Proposal for Amendment No. 3 to Agreement”.

3. 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.

4. 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.

5. Amend Section 9.04, “Other Insurance Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

9.04 Other Requirements:

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

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

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.

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

This section applies to those situations when a CONTRACTOR is awarded an Agreement for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when an Agreement is awarded for multiple phases of a

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

7. 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.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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: _____

**Approved as to Form
Office of the County Counsel**

Susan K. Blitch, County Counsel

Signed by:
By: Michael J. Whilden
2C8F38174D494DD...
Michael J. Whilden
Deputy County Counsel

Date: 9/19/2024 | 11:18 AM PDT

**Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller**

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...

Its: Patty Ruiz / Auditor Controller
Analyst I
(Print Name and Title)

Date: 9/19/2024 | 11:27 AM PDT

**Approved as to Liability Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel**

By: _____
David Bolton
Risk Manager

Date: _____

CONTRACTOR*

Biggs Cardosa Associates, Inc.

DocuSigned by:
By: Mahvash M. Harms
99FBF64E77C9427...

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

Date: 9/19/2024 | 9:52 AM PDT

DocuSigned by:
By: Daniel B. Devlin
80EAF67EC909459...

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

Date: 9/19/2024 | 12:02 PM CDT

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

EXHIBIT A-3 - COST PROPOSAL FOR AMENDMENT NO. 3 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. 3 Contract No. Participation Amount **\$75,567** Date: **4/2/2024**
(including subs):

For Combined Rate	Fringe Benefit % + General & Administrative %	=	129.54% 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 ³			Effective date of hourly rate		Actual or Avg.	% or \$	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate ⁴	increase	
Mahvash Harms* / Principal in Charge / QA Manager	\$ 294.26	N/A	N/A	10/1/2021	9/30/2022	\$ 116.54		Not Applicable
	\$ 308.97	N/A	N/A	10/1/2022	9/30/2023	\$ 122.37	5.00%	Not Applicable
	\$ 324.42	N/A	N/A	10/1/2023	9/30/2024	\$ 128.49	5.00%	Not Applicable
	\$ 340.64	N/A	N/A	10/1/2024	9/30/2025	\$ 134.91	5.00%	Not Applicable
Ron Oen* / Contract Manager - Resident Engineer (RE) - Structures Rep (SR) / Principal	\$ 224.34	N/A	N/A	10/1/2021	9/30/2022	\$ 88.85		Not Applicable
	\$ 235.56	N/A	N/A	10/1/2022	9/30/2023	\$ 93.29	5.00%	Not Applicable
	\$ 247.34	N/A	N/A	10/1/2023	9/30/2024	\$ 97.96	5.00%	Not Applicable
	\$ 259.70	N/A	N/A	10/1/2024	9/30/2025	\$ 102.85	5.00%	Not Applicable
John Alciati* / Asst RE - SR / Associate	\$ 183.54	N/A	N/A	10/1/2021	9/30/2022	\$ 72.69		Not Applicable
	\$ 192.71	N/A	N/A	10/1/2022	9/30/2023	\$ 76.32	5.00%	Not Applicable
	\$ 202.35	N/A	N/A	10/1/2023	9/30/2024	\$ 80.14	5.00%	Not Applicable
	\$ 212.47	N/A	N/A	10/1/2024	9/30/2025	\$ 84.15	5.00%	Not Applicable
Principal III	\$ 315.62	N/A	N/A	10/1/2021	9/30/2022	\$ 125.00		\$ 115.00 to \$ 130.00
	\$ 331.40	N/A	N/A	10/1/2022	9/30/2023	\$ 131.25	5.00%	\$ 120.75 to \$ 136.50
	\$ 347.97	N/A	N/A	10/1/2023	9/30/2024	\$ 137.81	5.00%	\$ 126.79 to \$ 143.33
	\$ 365.37	N/A	N/A	10/1/2024	9/30/2025	\$ 144.70	5.00%	\$ 133.13 to \$ 150.49
Principal II	\$ 272.69	N/A	N/A	10/1/2021	9/30/2022	\$ 108.00		\$ 95.00 to \$ 115.00
	\$ 286.33	N/A	N/A	10/1/2022	9/30/2023	\$ 113.40	5.00%	\$ 99.75 to \$ 120.75
	\$ 300.64	N/A	N/A	10/1/2023	9/30/2024	\$ 119.07	5.00%	\$ 104.74 to \$ 126.79
	\$ 315.68	N/A	N/A	10/1/2024	9/30/2025	\$ 125.02	5.00%	\$ 109.97 to \$ 133.13
Principal I	\$ 227.24	N/A	N/A	10/1/2021	9/30/2022	\$ 90.00		\$ 85.00 to \$ 105.00
	\$ 238.61	N/A	N/A	10/1/2022	9/30/2023	\$ 94.50	5.00%	\$ 89.25 to \$ 110.25
	\$ 250.54	N/A	N/A	10/1/2023	9/30/2024	\$ 99.23	5.00%	\$ 93.71 to \$ 115.76
	\$ 263.06	N/A	N/A	10/1/2024	9/30/2025	\$ 104.19	5.00%	\$ 98.40 to \$ 121.55
Associate	\$ 217.14	N/A	N/A	10/1/2021	9/30/2022	\$ 86.00		\$ 70.00 to \$ 90.00
	\$ 228.00	N/A	N/A	10/1/2022	9/30/2023	\$ 90.30	5.00%	\$ 73.50 to \$ 94.50
	\$ 239.40	N/A	N/A	10/1/2023	9/30/2024	\$ 94.82	5.00%	\$ 77.18 to \$ 99.23
	\$ 251.37	N/A	N/A	10/1/2024	9/30/2025	\$ 99.56	5.00%	\$ 81.03 to \$ 104.19
Engineering Manager	\$ 184.32	N/A	N/A	10/1/2021	9/30/2022	\$ 73.00		\$ 65.00 to \$ 80.00
	\$ 193.54	N/A	N/A	10/1/2022	9/30/2023	\$ 76.65	5.00%	\$ 68.25 to \$ 84.00
	\$ 203.21	N/A	N/A	10/1/2023	9/30/2024	\$ 80.48	5.00%	\$ 71.66 to \$ 88.20
	\$ 213.37	N/A	N/A	10/1/2024	9/30/2025	\$ 84.51	5.00%	\$ 75.25 to \$ 92.61
Senior Engineer	\$ 166.65	N/A	N/A	10/1/2021	9/30/2022	\$ 66.00		\$ 55.00 to \$ 70.00
	\$ 174.98	N/A	N/A	10/1/2022	9/30/2023	\$ 69.30	5.00%	\$ 57.75 to \$ 73.50
	\$ 183.73	N/A	N/A	10/1/2023	9/30/2024	\$ 72.77	5.00%	\$ 60.64 to \$ 77.18
	\$ 192.91	N/A	N/A	10/1/2024	9/30/2025	\$ 76.40	5.00%	\$ 63.67 to \$ 81.03
Project Engineer	\$ 143.92	N/A	N/A	10/1/2021	9/30/2022	\$ 57.00		\$ 45.00 to \$ 65.00
	\$ 151.12	N/A	N/A	10/1/2022	9/30/2023	\$ 59.85	5.00%	\$ 47.25 to \$ 68.25
	\$ 158.67	N/A	N/A	10/1/2023	9/30/2024	\$ 62.84	5.00%	\$ 49.61 to \$ 71.66
	\$ 166.61	N/A	N/A	10/1/2024	9/30/2025	\$ 65.98	5.00%	\$ 52.09 to \$ 75.25
Staff Engineer	\$ 113.62	N/A	N/A	10/1/2021	9/30/2022	\$ 45.00		\$ 40.00 to \$ 55.00
	\$ 119.30	N/A	N/A	10/1/2022	9/30/2023	\$ 47.25	5.00%	\$ 42.00 to \$ 57.75
	\$ 125.27	N/A	N/A	10/1/2023	9/30/2024	\$ 49.61	5.00%	\$ 44.10 to \$ 60.64
	\$ 131.53	N/A	N/A	10/1/2024	9/30/2025	\$ 52.09	5.00%	\$ 46.31 to \$ 63.67
Assistant Engineer	\$ 108.57	N/A	N/A	10/1/2021	9/30/2022	\$ 43.00		\$ 35.00 to \$ 45.00
	\$ 114.00	N/A	N/A	10/1/2022	9/30/2023	\$ 45.15	5.00%	\$ 36.75 to \$ 47.25
	\$ 119.70	N/A	N/A	10/1/2023	9/30/2024	\$ 47.41	5.00%	\$ 38.59 to \$ 49.61
	\$ 125.69	N/A	N/A	10/1/2024	9/30/2025	\$ 49.78	5.00%	\$ 40.52 to \$ 52.09
Junior Engineer	\$ 95.95	N/A	N/A	10/1/2021	9/30/2022	\$ 38.00		\$ 34.00 to \$ 40.00
	\$ 100.75	N/A	N/A	10/1/2022	9/30/2023	\$ 39.90	5.00%	\$ 35.70 to \$ 42.00
	\$ 105.78	N/A	N/A	10/1/2023	9/30/2024	\$ 41.90	5.00%	\$ 37.49 to \$ 44.10
	\$ 111.07	N/A	N/A	10/1/2024	9/30/2025	\$ 43.99	5.00%	\$ 39.36 to \$ 46.31
Sr. Computer Drafter	\$ 126.25	N/A	N/A	10/1/2021	9/30/2022	\$ 50.00		\$ 40.00 to \$ 60.00
	\$ 132.56	N/A	N/A	10/1/2022	9/30/2023	\$ 52.50	5.00%	\$ 42.00 to \$ 63.00
	\$ 139.19	N/A	N/A	10/1/2023	9/30/2024	\$ 55.13	5.00%	\$ 44.10 to \$ 66.15
	\$ 146.15	N/A	N/A	10/1/2024	9/30/2025	\$ 57.88	5.00%	\$ 46.31 to \$ 69.46
Computer Drafter	\$ 113.62	N/A	N/A	10/1/2021	9/30/2022	\$ 45.00		\$ 35.00 to \$ 55.00
	\$ 119.30	N/A	N/A	10/1/2022	9/30/2023	\$ 47.25	5.00%	\$ 36.75 to \$ 57.75
	\$ 125.27	N/A	N/A	10/1/2023	9/30/2024	\$ 49.61	5.00%	\$ 38.59 to \$ 60.64
	\$ 131.53	N/A	N/A	10/1/2024	9/30/2025	\$ 52.09	5.00%	\$ 40.52 to \$ 63.67
Jr. Computer Drafter	\$ 101.00	N/A	N/A	10/1/2021	9/30/2022	\$ 40.00		\$ 30.00 to \$ 50.00

EXHIBIT A-3 - COST PROPOSAL FOR AMENDMENT NO. 3 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_ Contract No. _____ Participation Amount (including subs): **\$75,567** Date: **4/2/2024**
ADDITIONAL SERVICES No. 3

For Combined Rate	Fringe Benefit % + General & Administrative %	=	129.54% 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 ³			Effective date of hourly rate	Actual or Avg.	% or \$	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)				

- 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-3 - COST PROPOSAL FOR AMENDMENT NO. 3 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

Project No. **Hartnell Bridge Replacement CM & Inspection_**
ADDITIONAL SERVICES No. 3

Contract No.

Date **4/2/2024**

SCHEDULE OF OTHER DIRECT COST ITEMS								
Description of Item	Quantity	Unit	Unit Cost	Total				
				ASR1	ASR2	ASR3		
Travel					3.3.2	3.3.3	3.3.4	
A. Mileage	13920	MILE	\$0.655	\$4,402	\$3,223	\$1,651	\$2,437	\$865
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	\$39,615	\$3,223	\$23,691	\$14,681	\$865

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. 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 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 A-3 - COST PROPOSAL FOR AMENDMENT NO. 3 TO AGREEMENT

Cost Proposal

EXHIBIT 10-B2 COST PROPOSAL

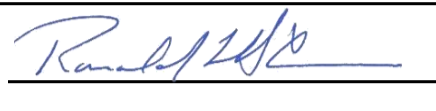
Certification of Direct Costs:

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): 4/2/2024
 Email: roen@biggs-cardosa.com Phone Number: 408.781.4549

* 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:		\$326,761	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) 3.2.2) (June 5 - June 30, 2023) 22 working days 22-days x (25% RE, 35% Sr Eng, 100% Insp II) 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]	\$40,273 \$48,956	\$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:		\$202,291	
3.3) Contract delay / extension to complete permanent emergency repair (July 3, 2023-Nov 30, 2023) 106 working days 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) 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] 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] 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]	\$21,143 \$80,173 \$51,324 \$85,202	\$237,843	-\$35,551 <-- Total Credit for remaining field work from ASR 1 (potential not incorporated yet) 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% 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) Insp II --> (7d/10d)(8hr/8hr) per day = 70% of a day Insp II --> [(2d/10d)(8hr/8hr) + (5d/10d)(2hr/8hr)] per day @ 1.5 rate = 12.7% of a day x 1.5 rate = 19.05% Insp II --> [(1d/10d)(14hr/8hr) + (2d/10d)(8hr/8hr)] per day @ 2.0 rate = 32.5% of a day x 2.0 rate = 65% Insp II Total = 70% + 19.5% + 65% = 154.5% 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%
Hartnell Bridge Replacement CM & Inspection_ ADDITIONAL SERVICES No. 3:		\$75,567	
4) Contract extension for Revegetation Maintenance and Monitoring (December 1, 2023-December 31, 2024) 269 working days 4.1) (Dec 1, 2023 - Dec 16, 2023 - Substantial Construction Completion) 11 WD - Reconstruct Permanent Fence and Punch List 11-days x (25% RE, 35% Sr Eng, 100% Insp II, 5% Proj Admin) Mileage 120 miles/day x 11 days = 1,320 miles [Direct Cost] 4.2) (Dec 17, 2023 - Dec 31, 2024 Project Close-Out) 258 WD - Maintenance & Monitoring and Project Close-out 258-days x (5% RE, 15% Sr Eng, 2% Proj Admin)	\$25,259 \$93,284	\$118,544	Credit for completing December 2023, Jan 2024 and Feb 2024 under current budget -\$25,259 <-- CREDIT_Completed Substantial Construction Completion work within current budget. -\$17,717 <-- CREDIT_Completed 12/17/23 thru 2/29/24 (49 WD) within current budget.