

**FIRST AMENDMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MARK THOMAS AND COMPANY, INC.
PROFESSIONAL DESIGN ENGINEERING SERVICES
FOR THE GARBERVILLE COMPLETE STREETS PROJECT AND THE REDWAY
DRIVE/REDWOOD DRIVE INTERSECTION HIGHWAY SAFETY PROJECT**

This First Amendment to the Agreement for Consultant Services dated September 29, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mark Thomas and Company, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this ____ day of _____, 2022.

WHEREAS, on September 29, 2020, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of professional design engineering services for the Garberville Complete Streets Project and the Redway Drive/Redwood Drive Intersection Highway Safety Project ("Consultant Services Agreement"); and

WHEREAS, the parties now desire to amend certain provisions of the Consultant Services Agreement in order to expand the scope of services provided, and increase the maximum amount payable, thereunder and modify the budgetary requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Article V – Allowable Costs and Payments of the Consultant Services Agreement is hereby amended to read as follows:

ARTICLE V - ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs, including, without limitation, labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs, incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for in a written amendment to this Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work is required, the time or actual costs reimbursable by COUNTY shall be adjusted by a written amendment to this Agreement to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by a written amendment hereto.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the applicable one (1) year period shall not be a condition or qualification to be considered for award of this Agreement.

- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Twenty-Two Thousand Eighty-Eight Dollars and Thirty-Nine Cents (\$22,088.39). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a written amendment hereto.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Attachment B – Cost Proposal & Schedule of Work, COUNTY shall have the right to delay payment or terminate this Agreement.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- H. CONSULTANT will be reimbursed promptly according to any and all applicable local, state and federal laws, regulations and standards upon COUNTY's receipt of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased pursuant to the terms and conditions of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:


COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- I. The total amount payable by COUNTY including the fixed fee shall not exceed Two Hundred Twenty-Four Thousand Three Hundred Twenty-Four Dollars and Ninety-One Cents (\$224,324.91).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2. The Consultant Services Agreement is hereby amended to include the additional services set forth in Attachment A – Scope of Additional Services, which is attached hereto and incorporated herein by reference as if set forth in full.
3. The Consultant Services Agreement is hereby amended to include the additional costs set forth in Attachment B – Additional Cost Proposal (Cost Summary, Exhibit 10-H1), which is attached hereto and incorporated herein by reference as if set forth in full.
4. Except as modified herein, the Consultant Services Agreement dated September 29, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Consultant Services Agreement, the provisions of this First Amendment shall govern.


IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

MARK THOMAS AND COMPANY, INC.:

By:  _____
 Name: Zach Siviglia
 Title: President

Date: 04/20/2022

By:  _____
 Name: R. Matt Brogan
 Title: Secretary

Date: 04/20/2022

COUNTY OF HUMBOLDT:

By: _____
 Virginia Bass
 Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
 Risk Management

Date: _____

LIST OF ATTACHMENTS:

- Attachment A – Scope of Additional Services
- Attachment B – Additional Cost Proposal (Cost Summary, Exhibit 10-H1)

Attachment A – Scope of Additional Services



MARK THOMAS

March 21, 2022

File No: SA-20147

Department of Public Works – Engineering Division
County of Humboldt
1106 Second Street
Eureka, CA 95501
Attn: Tony Seghetti

**RE: Redway Highway Safety Improvement Project – Contract Amendment #1
Additional Services for Design of Roadway Grading Improvements for ADA Compliant Crosswalk
on Redway Drive at Redwood Drive**

Dear Mr. Seghetti,

Mark Thomas has prepared 100% Plans, Specifications and Estimates (PS&E) consistent with the original Scope of Services for the Redway Highway Safety Project in the community of Redway in Humboldt County. This proposed Contract Amendment #1 has been prepared to address comments provided by the County’s CASp review on February 17, 2022, and to provide design support during bidding and construction. Additional design services will be provided to regrade roadway pavement on Redway Drive for construction of an ADA-compliant pedestrian crosswalk at the intersection with Redwood Drive and sidewalk driveway crossing for the Shell Service Station at 600 Redway Drive. Mark Thomas will prepare a revised set of 100% PS&E for the project. The anticipated limits of the additional roadway and driveway grading design are shown on **Figure 1** below.

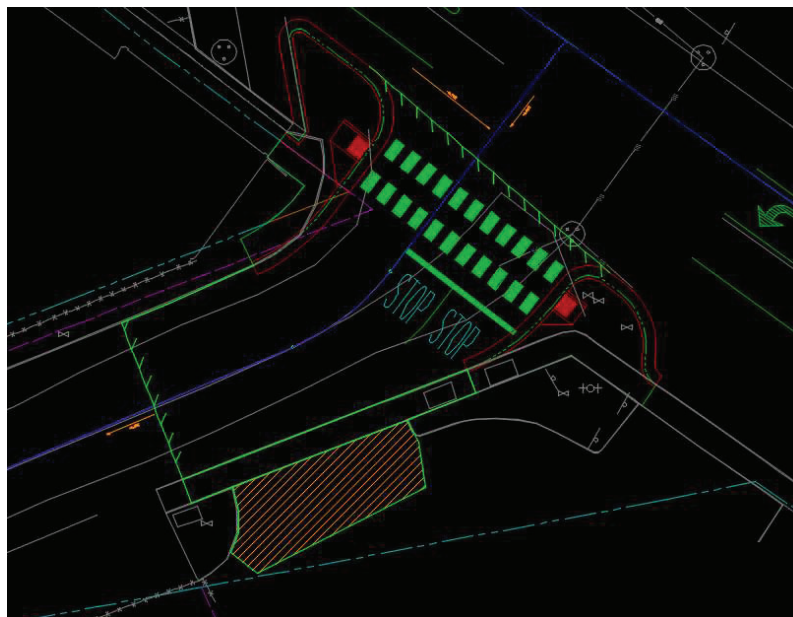


Figure 1 - Ashford Avenue Pavement Rehabilitation Project Area

Based on our discussion with the County and review of the CASp comments, we anticipate the design of the design of the roadway and driveway grading will include the following elements:

- 2-inch conform grind and variable depth HMA overlay of existing asphalt concrete pavement to achieve a 2% maximum cross slope and 5% maximum longitudinal slope in the new striped crosswalk on Redway Drive at Redwood Drive. The final pavement grades will conform to the existing roadway grades on Redway Drive with 20' long reversing vertical curves and 10% longitudinal conform slope.
- Reconstruction of the driveway at 600 Redway Drive to provide and ADA-compliant sidewalk.
- Revising grading details for the new curb ramps at the pedestrian crossing to conform to the new roadway pavement grades on Redway Drive.
- Coordination and updates to utility plans for adjustment of an existing PG&E utility vault to the finish grade of the sidewalk on Redway Drive.

For Contract Amendment #1, Mark Thomas will provide the following tasks:

Task 1 – Project Administration

1.4 Project Management and Meetings

Mark Thomas will continue to provide direction to plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, memos, letters and e-mail, making phone calls and maintaining project files. The original scope of work for the project included 4 months for project management. This amendment request assumes a duration of 2 months for preparation of the updated design documents and monthly invoices.

The original scope of work for the project included budget to attend up to 4 project meetings with County staff. This amendment request includes additional budget to attend up to 2 project the meetings through the completion of the revised 100% PS&E.

Deliverables

- Monthly Invoices and Progress Reports – Up to 2
- Additional Project Team Meetings – Up to 2

Task 2 – Site Investigations

2.3 Utility Coordination

Based on the updated project limits identified in Figure 1 above, there is one additional PG&E utility vault that will need to be adjusted to the finish grade of the reconstructed sidewalk on the east side of Redway

Drive. Mark Thomas will prepare and updated utility conflict map and an updated “C – Notice to Owner” letter to notify PG&E of the pending construction. Should any relocations of private utility facilities be required, it is assumed that these designs will be provided by the private utility company.

Potholing of underground utilities is not included in this scope of services.

Deliverables

- Utility “C” Letter and Conflict Map for PG&E

Task 3 – Final Design

3.5 Revised 100% (Bid Set) PS&E

The 100% Plans will be revised for County review. We anticipate the following plan sheets in the current plan set will be revised:

Sheet Name	Number of Sheets (Exist)/New	Drawing Scale
Layout Plan (Add Profile)	(1)	20
Construction Details (Revised Curb Ramp Grading, Add Driveway Grading)	(2)/1	10
Drainage Utilities Plan	(1)	20
Total Sheets	5	

Mark Thomas will prepare updated technical specifications and bid form in the County’s standard format.

An itemized estimate of construction costs will be prepared using recent bid summaries for similar projects in the vicinity of the County. Prices will be adjusted using engineering judgement that reflects the project location and the quantity of each item. The 100% PS&E will be submitted to the County for review and comment.

3.6 Final PS&E

Mark Thomas will prepare Final PS&E for the project based on comments received from the County on the revised 100% PS&E. Electronic (PDF) and hard copies of the Final PS&E will be submitted to the County for their use in bidding and constructing the project.

Deliverables

- 100% PS&E (2-11”x17” plan sets)
- Final Plans (1 - 24”x36” Hardcopy and AutoCAD format)
- Final Specifications (Hardcopy and MS Word format)

Task 4 – Construction Support

Mark Thomas will perform this work at a time and materials basis. Additional effort will be provided by Y&C to support the street light bidding and construction activities.

4.1 Bidding Support

Mark Thomas and Y&C will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents.

4.2 Construction Support

This task assumes that the County will perform the construction management in-house with qualifications that include past experience with public works projects. The construction manager will be responsible for managing the project through construction including overseeing the Contractor and day-to-day construction activities and inspection.

During the construction phase, Mark Thomas and Y&C will work with the Resident Engineer (RE) that is provided by the City to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

Mark Thomas and Y&C will prepare Contract Change Order (CCO) plans, respond to Request for Information (RFIs) and review shop drawings, if necessary. For this scope of work, a budget has been specified. After the budget is exhausted, the assistance will be on a time and materials basis.

4.3 Record Drawings

Mark Thomas will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County Construction Manager or County Contractor.

Compensation

Based on the attached Fee Proposal, the total contract budget will be **increased by \$21,743.34 from \$202,581.57 to \$224,324.91**. Invoices will be submitted monthly on a time and materials basis.

Exclusions & Conditions

Unless specifically described above, additional tasks may be completed for an additional fee to be negotiated upon receipt of written approval from the County. This scope of services is based on the following assumptions:

- The project will be advertised, awarded, and administered by the County and the County will coordinate reproductions of the bid package.

- CEQA/NEPA Documentation will be completed by the County.
- Resource agency permitting is not required as a part of this project.
- Community Engagement Services are not included. Any presentations to community groups, stakeholders or the County Board will be prepared by County staff.
- The County will lead the effort and provide rights of entry to private properties. The County will obtain and provide encroachment permits, at no fee, for work within public right of way.
- This scope does not include preparation of an RE file.
- Construction Management Services will be provided by the County.
- Geotechnical services will be provided by the County.
- Dry Utility design is not required or included.

Thank you again for the opportunity to work with you on this project. If you have any questions, please contact me at (925) 858-8581.

Sincerely,

MARK THOMAS




Daniel Blomquist, PE
Project Manager

Attachments

**Attachment B – Additional Cost Proposal
(Cost Summary and Exhibit 10-H1)**

COST PROPOSAL FOR PROJECT SCOPE: Humboldt - Redway HSIP -ADA Improvements Redway/Redwood Drive (AM #1)

										SUBS	TOTAL COST	
		Principal \$395	Project Manager \$195	Sr. Project Engineer \$168	Design Engineer II \$128	Design Engineer I \$105	Sr. Project Accountant \$165	Sr. Project Coordinator \$130	Total Hours	Total MT Cost		Y&C DBE
1.0	PROJECT ADMINISTRATION											
1.4	Mark Thomas Mgmt/Meetings	2	4	2			2	2	12	\$2,496	-	\$2,496
	Subtotal Phase 1	2	4	2	0	0	2	2	12	\$2,496	\$0	\$2,496
2.0	SITE INVESTIGATIONS											
2.3	Utility Coordination		2		4	2			8	\$1,112	-	\$1,112
	Subtotal Phase 2	0	2	0	4	2	0	0	8	\$1,112	\$0	\$1,112
3.0	FINAL DESIGN											
3.5	Revised 100% (Bid Set) PS&E		2	6	24	8			40	\$5,310	-	\$5,310
3.6	Final PS&E		2	2	8	8			20	\$2,590	-	\$2,590
	Subtotal Phase 3	0	4	8	32	16	0	0	60	\$7,900	\$0	\$7,900
4.0	CONSTRUCTION SUPPORT											
4.1	Bidding Support		2	4	8				14	\$2,086	-	\$2,086
4.2	Construction Support		2	6	24				32	\$4,470	761	\$5,231
4.3	Record Drawings		2	2	4	16			24	\$2,918	-	\$2,918
	Subtotal Phase 4	0	6	12	36	16	0	0	70	\$9,474	\$761	\$10,235
	TOTAL HOURS	2	16	22	72	34	2	2	150			
	OTHER DIRECT COSTS									\$0	\$0	\$0
	TOTAL COST	\$790	\$3,120	\$3,696	\$9,216	\$3,570	\$330	\$260		\$20,982	\$761	\$21,743

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier SubconsultantConsultant: **Mark Thomas & Company, Inc.**Project No. **Redway HSIP - ADA Improvements**

Contract No. _____

Date **3/21/2022****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$120 - \$150	2	\$ 144.38	\$ 288.75
Sr. Engineering Manager		\$95 - \$125		\$ 121.35	\$ -
Engineering Manager		\$85 - \$115		\$ 104.90	\$ -
Practice Area Leader		\$85 - \$115		\$ 104.90	\$ -
Sr. Project Manager		\$66 - \$95		\$ 87.36	\$ -
Sr. Technical Lead		\$66 - \$95		\$ 85.53	\$ -
Project Manager		\$57 - \$80	16	\$ 71.28	\$ 1,140.42
Technical Lead		\$57 - \$80		\$ 71.28	\$ -
Sr. Project Engineer		\$48 - \$70	22	\$ 61.41	\$ 1,350.95
Sr. Technical Engineer		\$48 - \$70		\$ 61.41	\$ -
Project Engineer		\$44 - \$65		\$ 53.73	\$ -
Design Engineer II		\$37 - \$55	72	\$ 46.78	\$ 3,368.38
Design Engineer I		\$28 - \$48	34	\$ 38.38	\$ 1,304.89
Sr. Technician		\$34 - \$54		\$ 47.52	\$ -
Technician		\$23 - \$45		\$ 32.17	\$ -
Intern		\$15 - \$30		\$ 21.93	\$ -
Survey Division Manager		\$79 - \$110		\$ 107.82	\$ -
Sr. Survey Manager		\$63 - \$88		\$ 81.51	\$ -
Survey Manager		\$57 - \$74		\$ 72.74	\$ -
Sr. Project Surveyor		\$52 - \$70		\$ 64.69	\$ -
Project Surveyor		\$46 - \$66		\$ 59.21	\$ -
Sr. Surveyor		\$37 - \$60		\$ 50.81	\$ -
Surveyor		\$32 - \$50		\$ 43.50	\$ -
Lead Survey Technician		\$43 - \$60		\$ 53.73	\$ -
Sr. Survey Technician		\$32 - \$53		\$ 43.13	\$ -
Survey Technician		\$22 - \$42		\$ 32.90	\$ -
Survey Intern		\$15 - \$30		\$ 27.05	\$ -
Single Chief*		\$42 - \$60		\$ 58.85	\$ -
Single Chainman*		\$34 - \$55		\$ 53.73	\$ -
Apprentice*		\$18 - \$66		\$ 35.46	\$ -
1 Person Field Crew*		\$42 - \$60		\$ 58.85	\$ -
2 Person Field Crew*		\$84 - \$110		\$ 107.83	\$ -
3 Person Field Crew*		\$118 - \$149		\$ 144.38	\$ -
Sr. LAUD Division Manager		\$78 - \$100		\$ 91.74	\$ -
LAUD Division Manager		\$68 - \$93		\$ 84.43	\$ -
Sr. LAUD Project Manager		\$59 - \$80		\$ 79.68	\$ -
LAUD Project Manager		\$54 - \$75		\$ 69.08	\$ -
Landscape Architect		\$38 - \$64		\$ 48.61	\$ -
Landscape Designer		\$26 - \$50		\$ 38.74	\$ -
Landscape Intern		\$15 - \$30		\$ 21.93	\$ -
Sr. Funding Specialist		\$50 - \$70		\$ 62.14	\$ -
Funding Specialist		\$40 - \$60		\$ 51.17	\$ -
Sr. Project Accountant		\$35 - \$59	2	\$ 60.31	\$ 120.62

Project Accountant		\$30 - \$50		\$ 41.30	\$ -
Sr. Project Coordinator		\$35 - \$58	2	\$ 47.52	\$ 95.03
Project Coordinator		\$27 - \$47		\$ 37.65	\$ -
Sr. Project Assistant		\$27 - \$46		\$ 37.28	\$ -
Project Assistant		\$15 - \$38		\$ 28.15	\$ -
Sr. Technical Writer		\$28 - \$52		\$ 43.50	\$ -
Technical Writer		\$15 - \$40		\$ 28.51	\$ -
Sr. Graphic Manager		\$42 - \$65		\$ 56.65	\$ -
Sr. Graphic Designer		\$32 - \$55		\$ 48.98	\$ -
Graphic Designer		\$21 - \$48		\$ 41.30	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 7,669.04
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 7,669.04

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>74.09%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 5,681.99
f) Overhead & G&A (Rate: <u>70.19%</u>)	g) Overhead [(c) x (f)]	\$ 5,382.90
h) General & Admin (Rate: <u> </u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 11,064.89
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12%	\$ 2,248.07

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage - Current IRS Rate		Miles	\$ 0.585	\$ -
I) TOTAL OTHER DIRECT COSTS				\$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Y&C Transportation Consultants, Inc.	\$ 761.34
m) TOTAL SUBCONSULTANTS' COSTS	\$ 761.34
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 761.34
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 21,743.34

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Y&C Transportation Consultants, Inc.

Project No. Redway-Redwood HSIP

Contract No. Constr Support Services

Date 3/18/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer XII	Daniel Yau	0.5	\$ 99.68	\$ 49.84
Engineer XI	Kin Chan	2.5	\$ 92.18	\$ 230.45
Engineer VI	Meng Yang	1.0	\$ 55.00	\$ 55.00
Engineer II	TBD	1.0	\$ 34.00	\$ 34.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total:				5.0
			\$	369.29

LABOR COSTS

a) Subtotal Direct Labor Costs	\$	369.29
b) Anticipated Salary Increases (see page 2 for calculations)	\$	-
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$	369.29

INDIRECT COSTS

d) Fringe Benefits	Rate: <u>51.98%</u>	e) Total fringe benefits [(c) x (d)]	\$	191.96
Overhead	Rate: <u>35.44%</u>	g) Overhead [(c) x (f)]	\$	130.88
h) General and Administrative	Rate: _____	i) Gen & Admin [(c) x (h)]	\$	-
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	322.83

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	<u>10.00%</u>	\$	69.21
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mile	\$ 0.585	\$ -
Express Mail (at cost)	0	each	\$ 40.00	\$ -
Outside Copying (at cost)	0	each	\$ 14.00	\$ -
				\$ -
				\$ -
l) TOTAL OTHER DIRECT COSTS				\$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$	-
Subconsultant 2:	\$	-
Subconsultant 3:	\$	-
Subconsultant 4:	\$	-
m) SUBCONSULTANTS' COSTS		\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$	-
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TOTAL COST [(c) + (j) + (k) + (n)]	\$	761.34
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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. 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 accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$369.29		5.0		\$73.86	

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$73.86		0.0%		\$73.86	Year 2 Avg Hourly Rate
Year 2	\$73.86		0.0%		\$73.86	Year 3 Avg Hourly Rate
Year 3	\$73.86		0.0%		\$73.86	Year 4 Avg Hourly Rate
Year 4	\$73.86		0.0%		\$73.86	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100%		5.0		5.0	Estimated Hours Year 1
Year 2	0%		5.0		0.0	Estimated Hours Year 2
Year 3	0%		5.0		0.0	Estimated Hours Year 3
Year 4	0%		5.0		0.0	Estimated Hours Year 4
Year 5	0%		5.0		0.0	Estimated Hours Year 5
Total	100%		Total		5.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1 \$	73.86		5.0		\$369.29	Estimated Hours Year 1
Year 2 \$	73.86		0.0		\$0.00	Estimated Hours Year 2
Year 3 \$	73.86		0.0		\$0.00	Estimated Hours Year 3
Year 4 \$	73.86		0.0		\$0.00	Estimated Hours Year 4
Year 5 \$	73.86		0.0		\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$369.29	
	Direct Labor Subtotal before escalation			=	\$369.29	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs

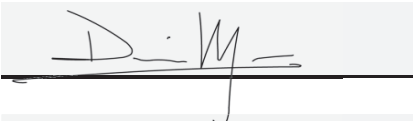
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name:	<u>Daniel Yau</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>03/18/2022</u>
Email:	<u>dyau@yctransportation.com</u>	Phone Number:	<u>(916) 366-8000 x 305</u>
Address:	<u>3250 Ramos Circle, Sacramento, CA 95827</u>		

*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 this proposed contract:

Provide construction support engineering services for the Redway-Redwood HSIP Project.