

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHIRARDELLI ASSOCIATES, INC.,
FOR CONSTRUCTION MANAGEMENT SERVICES
WILLIAMS CREEK BRIDGE REPLACEMENT ON GRIZZLY BLUFF ROAD**

This First Amendment to the Agreement for Consultant Services dated May 15, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Ghirardelli Associates, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this 11 day of December, 2018.

WHEREAS, on May 15, 2018, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of construction management services for Williams Creek Bridge on Grizzly Bluff Road ("Consultant Services Agreement"); and

WHEREAS, COUNTY and CONSULTANT now desire to amend the Consultant Services Agreement, to extend the term thereof and increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Article IV – Performance Period of the Consultant Services Agreement is hereby amended to read as follows:

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on May 15, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on December 31, 2019, unless extended by a written amendment hereto.
 - B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
2. 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 contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including 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 CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. 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

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change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Thirty-Two Thousand One Hundred Fifty-Four Dollars and Forty-Four Cents (\$32,154.44). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. 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 the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) 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 contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. 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:

Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- H. The total amount payable by COUNTY including the fixed fee shall not exceed Three Hundred Ninety-Two Thousand One Hundred Forty-Three Dollars and Thirty Cents (\$392,143.30).

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- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. 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.

- 3. The Consultant Services Agreement is hereby amended to delete Attachment B – Cost Proposal & Work Schedule ("Attachment B"), and replace it in its entirety with the modified version of Attachment B that is attached hereto and incorporated herein by reference. The modified version of Attachment B attached hereto shall supersede any and all prior versions thereof, as of the effective date of this First Amendment.

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

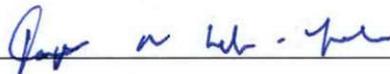
*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

GHIRARDELLI ASSOCIATES, INC.:

By:  Date: 11/26/18

Name: RANDY BRUNER

Title: PRESIDENT / CEO

By:  Date: 11/27/18

Name: Randy Bruner

Title: Executive Vice President

COUNTY OF HUMBOLDT:

By:  Date: 12/11/18

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE REQUIREMENTS APPROVED:

By:  Date: 12/6/18

Risk Management

ATTACHMENTS

Attachment B – Cost Proposal & Work Schedule

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Attachment B – Cost Proposal & Work Schedule

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 Ghirardelli Associates, Inc

Project No. BRLS - 5904 (127) Contract No. 594209 Date 11/14/18

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	Charles Dory, PE, QSD	680	\$ 93.34	\$ 63,471.20
(Sr. Civil Engineer)			\$	\$
(Office Engineer) *	Gina Prchllk, PE, QSD	216	\$ 68.08	\$ 14,705.28
(Inspector)**	Ernest "Gene" Leo	1052	\$ 68.91	\$ 72,493.32

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 150,669.80
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 0
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 150,669.80

INDIRECT COSTS

d) Fringe Benefits (Rate: 49.42%) c) Total Fringe Benefits [(c) x (d)] \$ 74,461.02
 f) Overhead & G&A (Rate: 63.99%) g) Overhead [(c) x (f)] \$ 96,413.61
 h) General and Administrative (Rate: 0 %) i) Gen & Admin [(c) x (h)] \$ 0.00
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 170,874.62

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.0 % \$ 32,154.44

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel and Per Diem Expenses	42	Days	\$120	\$5,040
Reprographics	10	EA	\$96	\$960
Permit Fees	2	EA	\$500	\$1,000
Plan Sheets			\$	\$
Test			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ 7,000

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

Subconsultant 1: Trinity Valley Consulting Engineers \$ 31,444.44
 Subconsultant 2: \$ /
 Subconsultant 3: \$
 Subconsultant 4: \$

m) TOTAL SUBCONSULTANTS' COSTS \$ 31,444.44

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 38,444.44

TOTAL COST [(c) + (j) + (k) + (n)] \$ 392,143.30

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 accepted by Caltrans.
- Anticipated salary increases calculation (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 Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$150,669.80	1948		\$77.35	Year 1 Avg Hourly Rate

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	\$77.35	+	4%	=	\$80.44	Year 2 Avg Hourly Rate
Year 2	\$80.44	+	4%	=	\$83.66	Year 3 Avg Hourly Rate
Year 3	\$83.66	+	4%	=	\$87.00	Year 4 Avg Hourly Rate
Year 4	\$87.00	+	4%	=	\$90.48	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	100.0%	*	1948	=	1948	Estimated Hours Year 1
Year 2	0.0%	*	0	=	0	Estimated Hours Year 2
Year 3	0.0%	*	0	=	0	Estimated Hours Year 3
Year 4	0.0%	*	0	=	0	Estimated Hours Year 4
Year 5	0.0%	*	0	=	0	Estimated Hours Year 5
Total	100%		Total	=	1948	

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	\$77.35	*	3260	=	\$150,669.80	Estimated Hours Year 1
Year 2	\$80.44	*	0	=	\$0	Estimated Hours Year 2
Year 3	\$83.66	*	0	=	\$0	Estimated Hours Year 3
Year 4	\$87.00	*	0	=	\$0	Estimated Hours Year 4
Year 5	\$90.48	*	0	=	\$0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$150,669.80	
	Direct Labor Subtotal before Escalation			=	\$150,669.80	
	Estimated total of Direct Labor Salary Increase			=	\$0	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 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. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Alain Charles Title *: Corporate Controller

Signature : Alain Charles Digitally signed by Alain Charles
Date: 2018.11.14 11:07:53 -05'00' Date of Certification (mm/dd/yyyy): 11/14/2018

Email: acharles@ghirardellassoc.com Phone Number: 408.435.5503 x2

Address: 2055 Gateway Place, Suite 410, San Jose, CA 95110

*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:

Construction Management Construction Inspection
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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 Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	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)
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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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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 Subconsultant Certifying:

Name: Josh McKnight Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 11/12/2018

Email: tvce@tvce.biz Phone Number: 530.629.3000

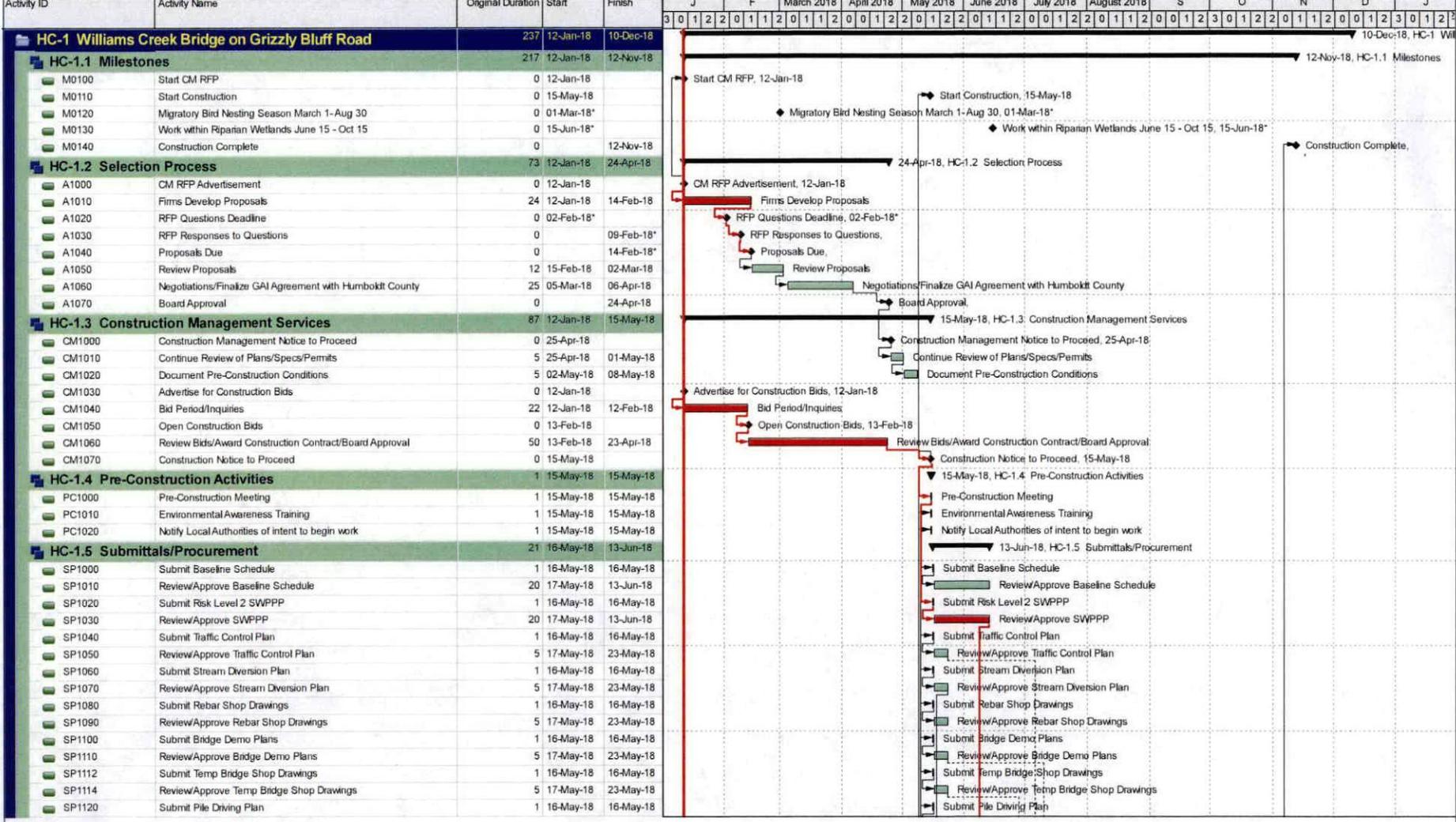
Address: Post Office Box 1567 Willow Creek CA 95573

*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 propose

Construction Staking

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█ Actual Level of Effort █ Remaining Work ◆ Milestone
█ Actual Work █ Critical Remaining Work ▬ summary

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