

AMENDMENT SIX TO AGREEMENT FOR
FINAL DESIGN AND RIGHT-OF-WAY SERVICES FOR THE
SOUTH MAIN STREET AND SODA BAY ROAD CORRIDOR IMPROVEMENT PROJECT
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT TO AGREEMENT is made this ____ day of _____, 2025, by and between the County of Lake, hereinafter referred to as "COUNTY", and Consor, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated February 24, 2015, to provide design, environmental, and right-of-way services for the South Main Street and Soda Bay Road Corridor Improvement Project, which was amended by; Amendment One dated July 7, 2015, Amendment Two dated September 26, 2017, Amendment Three dated August 14, 2018, Amendment Four dated December 14, 2021, Amendment Five dated December 20, 2022; and

WHEREAS, several tasks have required additional effort that was not anticipated when establishing the contract scope of work and budget (including amendments) CONSULTANT and COUNTY have determined that Amendment SIX is appropriate; and

WHEREAS, CONSULTANT is duly licensed, qualified and experienced to perform said services; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said Agreement allows that matters concerning scope of services which affect the agreed price may only be modified by written amendment thereto, executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement to complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

A. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is hereby modified to read as follows:

"CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by Exhibits "D", "E", "F", and "G" attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibits "A", "D", "E", "F", and "G" the provisions of this Agreement shall control."

B. ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT", Section C, "Compensation" is hereby modified to read as follows:

“Compensation: The method of payment for this contract will be based on Actual Cost Plus Fixed Fee as set forth in Exhibits “C” as hereby modified by Exhibits “D”, “E”, “F”, and “G.” Exhibit “C” supersedes and replaces Exhibit “B” in this AGREEMENT and includes labor costs, overhead rates, fixed fee, and other direct costs. Direct costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT. For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit “C” as hereby modified by Exhibits “D”, “E”, “F”, and “G” provided however, total payments to CONSULTANT shall not exceed \$3,521,213.31 without prior written authorization by COUNTY and formal Amendment to this AGREEMENT.”

C. ARTICLE VII, “TERM”, is hereby modified to read as follows:

“This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2026, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.”

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 24, 2015, Amendment One dated July 7, 2015, Amendment Two dated September 26, 2017, Amendment Three dated August 14, 2018, Amendment Four dated December 14, 2021, and Amendment Five dated December 20, 2022, shall remain in full force and effect.

COUNTY and CONSULTANT have executed this Amendment to Agreement on the day and year first written above.

COUNTY OF LAKE:

CONSOR

Chair, Board of Supervisors



Jason Jurrens, California Regional Manager

ATTEST:

APPROVED AS TO FORM:

SUSAN PARKER
Clerk of the Board of Supervisors

LLOYD GUINTIVANO
County Counsel

By: _____

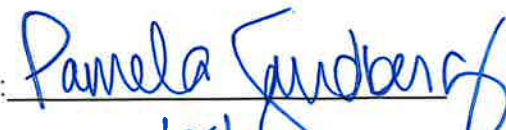
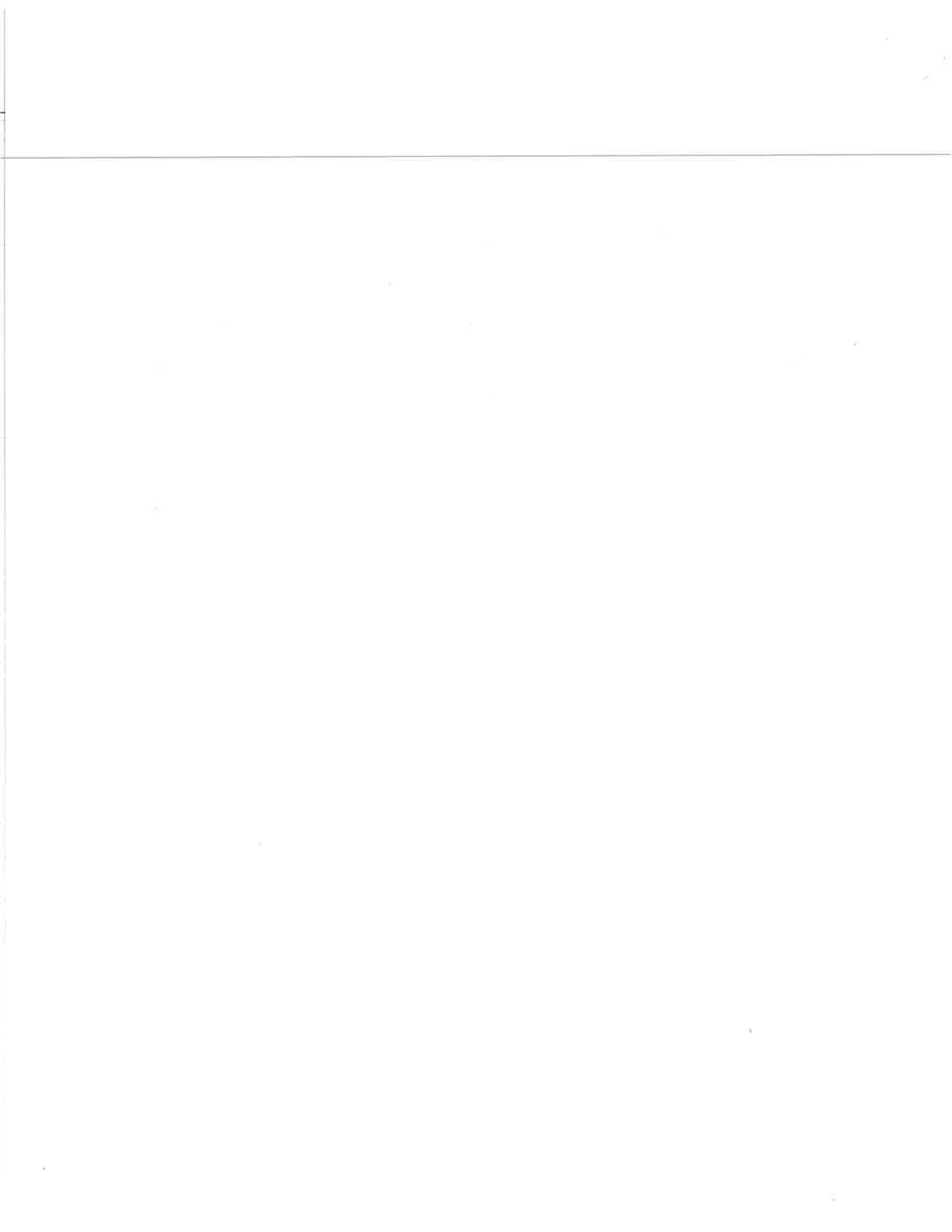
By: 
3/21/22

EXHIBIT "G"

TO

AGREEMENT FOR FINAL DESIGN AND RIGHT OF WAY
SERVICES FOR THE SOUTH MAIN STREET AND SODA BAY
ROAD CORRIDOR IMPROVEMENT PROJECT

IN LAKE COUNTY CA





2868 Prospect Park Drive, Suite 250
Rancho Cordova, CA 95670
916.368.9181

March 5, 2025

Mr. Glen March
Lake County Public Works Department
255 North Forbes, 3rd Floor
Lakeport, CA 95453

RE: South Main Street/Soda Bay Road Widening and Bike Lanes Project - Revised Amendment 6 Request

Dear Mr. March,

We have prepared the attached information in support of a contract Amendment 6 for the subject project. Several tasks have required additional effort that was not anticipated when establishing the contract scope of work and budget (including Amendments). This request covers efforts to obtain CEQA & NEPA approval and Right of Way Certification.

Amendment 4 was fully executed in December 2021. This amendment had been under development since 2019, revised and resubmitted several times. Ultimately, the scope of work and cost proposal attached to Amendment 4 was dated August 2020. Conсор had revised and submitted our proposal in October 2021, prior to executing the Amendment. Amendment 4 was fully executed in December 2021, utilizing the outdated scope and budget from 2020. Furthermore, the scope of work identified in Amendment 4 had proceeded based on an email notice to proceed from the County, and Amendment 4 additional work was substantially completed by December 2021 when Amendment 4 was executed.

Conсор participated in multiple property owner meetings, developed new/changed construction details and utility trench design to accommodate existing improvements in attempts to negotiate a settlement for the right of way acquisition.

Starting in May 2021, Conсор engaged in conversations with the County regarding the eminent domain process. The team provided recommendations including examples of letters, documents and procedures. The Conсор team met monthly with the County (2019-2023) and weekly (Sept 2023-June 2024). Conсор attended additional meetings with the Lake APC and with new County staff (Surveyor, right of way representative, Engineer).

Conсор requested a contract amendment in April 2023 to address out of scope work related to design changes during the right of way phase, additional right of way support, changes to the joint trench design, and additional right of way staking. The County did not process this change request.

Conсор continued moving forward with the development of the PS&E. The Conсор team has continued to meet with and provide summaries and progress reports to the County, to keep staff updated as to status, progress, and challenges, well beyond the anticipated project schedule completion. This has resulted in slowing the progress of completing the project contract documents.

We have identified effort and costs related to project changes that have resulted in exceeding our planned and contracted budget (to date) for specific tasks, and we are respectfully requesting a budget contract amendment to bring the scope and budget for our team in line with the effort required to complete the environmental approvals and finalize acquisition of property rights. Caltrans will develop and process the Memorandum of Agreement (MOA) and stated the Historical Property Treatment Plan (HPTP) does not need updating based on the Environmental Coordination Meeting held on 2/27/2025. Far Western will require an amendment for staff changes and escalation prior to beginning the work detailed in the HPTP.

Briefly, the challenges and changes requested (excluding Task 4 Final Design) as part of Amendment 6 include:

TASK 2 – PROJECT MANAGEMENT

- Additional project management – additional effort is required for project management activities due to the project schedule extending.

TASK 3 – PRE-CONSTRUCTION ENVIRONMENTAL

- Consor continued to coordinate with Caltrans and the County with respect to Pre-construction environmental tasks. This included meetings and coordination to discuss NEPA revalidation requirements, CEQA, and changes to the design that would potentially require additional environmental study.
- In addition to our contract scope of work, the Consor team is adding additional support for Biological Resources reporting and MOA support required to obtain NEPA and CEQA revalidation.

TASK 5 - PERMITS

- In 2022 Consor worked with Area West Environmental to develop permit applications in accordance with our scope of work. This included additional effort due to changes to the permit applications and level of engineering detail required for the applications. Permit applications will be revised based on changes to the permitting process and based on changes to areas of construction impact.

TASK 6 - RIGHT OF WAY

- In May 2021, the Consor Team advised the county that several parcels had reached an impasse, and negotiations with land owners had stopped. At the direction of the County, Consor continued to work with the County in an effort to reach out to the property owners with the goal of settling the acquisition administratively, and without a Resolution of Necessity/Eminent Domain process. Additional effort was expended through monthly (weekly from October 2023- June 2024) meetings to discuss progress on action items that were the responsibility of the County. Consor prepared exhibits for property owners that were used by the County and BRI in communications with property owners. BRI continued to attempt to reach out to property owners. In addition to the parcels at impasse, several acquisitions were delayed and required additional coordination with the title company to obtain the correct paperwork.
- Staking of properties was performed in accordance with Amendment 4, additional field work, beyond what was anticipated in Amendment 4, was performed for property owners: MBKK, Ratcliffe, Air Quality and Tanti.
- Consor and BRI have included support for the eminent domain process to gain possession of the remaining acquisitions. This effort was not included in Amendment 4.

TASK 7 UTILITY RELOCATION

- Pothing for AT&T and Sewer locations adjacent to two box culvert extensions was performed at the direction of the County in June 2024. This effort was completed but resulted in costs exceeding the contract budget.

Attached is a detailed scope of work for the proposed amendment.

A detailed cost proposal for Amendment 6, as well as summary of contract budget by task are also attached.

Summary of Task Costs for Amendment 6:

Task 2	Project Management - Additional contract duration up to November 1, 2025 (Conсор, BRI, LSA)	\$40,708
Task 3	Pre-construction Environmental - NEPA/CEQA Revalidation, Biological Resources updates, (Conсор, LSA)	\$31,370
Task 4	Final Design	Excluded
Task 5	Permits (Area West)	\$30,969
Task 6	Right of Way - Support for Resolution of Necessity and possible condemnation efforts. Extension of expired Temporary Construction Easements (Conсор, BRI)	\$489,852
Task 7	Utility Relocation - Additional coordination with utility owners, potholing (Conсор)	\$10,257
	Other Direct Costs	\$22,543
	Total	\$625,700

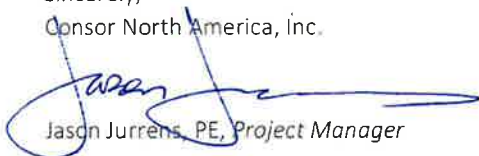
While it is our intent to anticipate all costs that will be needed to complete NEPA Revalidation, CEQA, and Right of Way Acquisitions, the following are risks which we are tracking, and propose a jointly developed risk management strategy to minimize cost and schedule impacts:

- Additional property owner coordination efforts are limited to the budget requested and will be expended as directed by the County.
- All plat maps and legal descriptions for acquisitions are considered complete in accordance with our scope of work. Conсор has included Scope and Budget for revisions to five (5) plats and legals if changes are deemed necessary. If additional revisions to these assumed five (5) plat maps and legal descriptions are required, this will be performed at an additional cost.

We respectfully request the County's consideration to amend our contract, including extending the contract expiration date to December 31, 2026. Based on current information, and risks noted above, we believe this amendment will cover obtaining CEQA & NEPA approval and the Right of Way Certification. An additional amendment will be required to complete the Out of Scope and changes to the Scope of Task 4 Final Design. An additional amendment will also be required for the HPTP work required to be completed prior to construction due to the length of time that has elapsed.

Please give me a call to discuss any questions or comments you may have on this proposed addendum. I can be reached at (916) 368-9181.

Sincerely,
Conсор North America, Inc.



Jason Jurrens, PE, Project Manager

District Manager
Jason.Jurrens@consoreng.com

SCOPE OF WORK

This Scope of Work is for additional effort required to complete right of way acquisitions, revalidate NEPA with Caltrans, revise regulatory permit applications, complete the utility process, and Project Management. Support for Right of Way Condemnation and renewing Temporary Construction Easements (TCE) is also included. This Scope does not include additional Cultural or Final Design effort.

This Scope assumes NEPA will be revalidated and Right of Way Orders of Possession will be completed by November 1, 2025.

TASK 2 - PROJECT MANAGEMENT

Project Management

The extended schedule requires additional Consor project management effort associated with regular invoicing, project status updates, and general project coordination. This Scope does not include any add

This amendment request covers project management through November 1, 2025.

TASK 3 - Pre-Construction Environmental

NEPA Revalidation Tasks

The Consor Team will perform the following additional Scope leading to the NEPA Revalidation required for securing Construction funding:

Updated Project Description and Project Design Figure

Based on the time that has passed since the project was cleared under NEPA, LSA will coordinate with Consor to compile the list of project changes that have occurred during the final design and update the project description accordingly. LSA will also update the project design figure based on the final updated project design provided by Consor (i.e., AutoCAD files). The updated project description and design figure will be incorporated into the NEPA and CEQA analyses described below.

Supplemental Biological Resources Memorandum

Amendment 4 included a task to prepare an updated Supplemental Biological Resources Memorandum to ensure that the conclusions in the 2010 Natural Environment Study (NES) are still valid and that no project changes have occurred requiring additional evaluation or documentation. As part of this contract amendment request, LSA will attend one field meeting with Caltrans environmental staff to determine how this species should be addressed in the Supplemental Biological Resources Memorandum. This task also includes additional labor effort to prepare the Biological Resources Memorandum based on current regulations and Caltrans requirements.

This amendment request includes an additional 4 hours to respond to comments based on the anticipated increased level of coordination and effort for this task.

NEPA Revalidation Form

Amendment 4 included a task to prepare an updated Caltrans Revalidation Form to document the changes in project design, environmental setting, environmental circumstances, environmental impacts, avoidance and minimization measures, and environmental commitments. This amendment request accounts for additional labor effort to prepare the NEPA Revalidation Form based on current Caltrans requirements and additional project changes.

This amendment request includes an additional 1 hour to respond to comments based on the anticipated increased level of coordination and effort for this task. This task assumes that the existing NEPA categorical exclusion will remain valid and only minor changes in the project design and environmental/regulatory setting have occurred.

Environmental Commitments Record

Amendment 4 included a task to prepare an updated an Environmental Commitments Record (ECR) Caltrans Revalidation Form based on the outcome of the pending NEPA revalidation tasks conducted by LSA (e.g., supplemental biological resources memorandum) and Area West/Far Western (e.g., any revisions to the APE map and additional Section 106 coordination), as well as the pending regulatory permit conditions based on Area West's coordination with the regulatory agencies. This task accounts for additional labor effort to prepare the ECR based on current Caltrans requirements.

This amendment request includes an additional 2 hours to respond to comments based on the anticipated increased level of coordination and effort for this task.

CEQA Addendum

Amendment 4 included a task to update the administrative draft CEQA Addendum to the approved Initial Study/Mitigated Negative Declaration (IS/MND), focusing on the issue of construction noise and nighttime construction and other minor project changes that do not result in new significant environmental effects or a substantial increase in the previously-identified effects. This task accounts for additional labor effort to prepare the CEQA Addendum consistent with the current CEQA Guidelines.

LSA will provide one digital copy of the Addendum to the County for review and comment. This amendment request includes an additional 4 hours to respond to comments based on the anticipated increased level of coordination and effort for this task. LSA's budget for this task is based on the assumption that the County will be responsible for distributing the final CEQA Addendum and filing all notices associated with the project.

Project Management and Coordination

This task accounts for an additional four virtual meetings due to the anticipated increase in coordination leading up to project construction in 2026. With the additional meetings, the total number would include one in-person PDT meeting in Lakeport and six virtual meetings.

- AWE will attend up to 2 meetings with agency staff (a pre-filing meeting and field meeting, if requested).

Deliverables:

- Updated Project Description and Project Design Figure
- Supplemental Biological Resources Memorandum
- Biological Assessment (New Optional Task)
- NEPA Revalidation Form
- Environmental Commitments Record
- CEQA Addendum

Task 5 – Obtain Environmental Permits

With changes to the project design and schedule delays, Area West Environmental (AWE) will update draft permit applications to reflect the final (95%) design for the Project. Additionally, the permit application requirements and submittal methods have been updated since the contract was signed. AWE will request and attend a pre-filing meeting with the regulatory agencies (a newer RWQCB requirement), finalize the permit application packages using the updated design, and submit the permit applications. The USACE preconstruction notification will be submitted using the new federal online submittal portal.

Conсор previously developed impact areas and volumes to support the draft permit applications that were based on the 65% design. Design changes due to landowner negotiations will require an update to the impact areas and volumes.

Area West has included the cost of the permit fees in their Other Direct Costs (2025 estimated fees for CDFW [\$6,700] and RWQCB [\$11,300]).

Deliverables:

- Pre-filing meeting
- Regulatory Permit Applications
- Impact Areas & Volumes (by Conсор)
- Permit Fees

Assumptions:

- Permits will be based on 95% design. No significant change to project design will occur once permit preparation begins.
- Conсор will provide updated CAD files for the permit impact assessment.
- All supporting documents for the permits will be provided to AWE before permit preparation begins. These include Cultural Resources Section 106 updates, Biological Resources Report, Endangered Species Act Section 7 Consultation results (if needed), updated Aquatic Resources Delineation Report (ARDR), and CEQA/NEPA approvals.
- LSA will provide GIS shapefiles and ORM spreadsheet for the updated ARDR.
- County will provide one consolidated set of comments on the draft permit applications. No more than 2 rounds of review (one with Conсор and one with County) will be required for the draft permit applications.

Task 6 - Right of Way Assistance

Task 6.2 – Right of Way Appraisals

Eleven (11) parcels are currently scheduled for condemnation. Prior to the start of condemnation proceedings, all appraisal reports for these parcels will need to be updated. The updated appraisal reports will be the basis for Just Compensation and the deposit needed for the court with the State. Additionally, there is one (1) new parcel that will require appraisal services.

Timing: *Five (5) to seven (7) weeks, or by May 2, 2025, assuming Notice to Proceed (NTP) is received on March 14, 2025, or earlier.*

All new Memorandum of Appraisal Updates are required by State and Federal law to have undergone Independent Review before use by a public agency. BRI will perform this effort as described in previous contract amendments.

Conсор assumes 5 hours of effort per parcel for appraisal reviews.

Timing: *Two (2) weeks following the delivery of the Memorandum of Appraisal Updates.*

Deliverables:

- Eleven (11) Memorandum of Appraisal Updates
- One (1) new Restricted Appraisal.
- Twelve (12) Appraisal Review Certificates.

Task 6.3 – Right of Way Acquisition Assistance

Over the last eight (8) years, BRI has been in active negotiations with the property owners impacted by the Project. While we have been successful, there are still nine (9) property owners that have refused to come to an agreement with the County plus three (3) additional property owners where rights need to be acquired. There are also several other property owners where negotiations are ongoing, but there is no assurance that an agreement will be reached.

Conсор will meet with property owners and County representatives to discuss proposed construction impacts. This effort includes phone calls, developing exhibits, meetings in the field and preparation time. Conсор assumes eight hours per parcel of support effort.

Timing: *Continued negotiation support will commence immediately and continue during and after the Resolution of Necessity (RON) is obtained. It is anticipated that all acquisition activities, including acquisition of the temporary construction easements, will be completed on or before September 26, 2025.*

Deliverables:

- Continued negotiations with twelve (12) property owners, with files on each successful negotiation, acquisition, and project settlement.
- Four in-person landowner meetings

Task 6.4 – Construction Staking for Property Acquisitions

Conсор will perform survey staking of the proposed Right of Way, Proposed Public Utility Easements, and Proposed Temporary Construction Easements to support appraisals for the eleven parcels at impasse and the renewal of the sixteen temporary construction easements. Conсор will budget 4 days of survey staking on parcels approved by the County.

Deliverables:

- 4 Days of Right of Way survey staking

Task 6.5 – Title and Escrow Services

Escrow services will now be required to finalize all acquisition transactions. BRI will deliver documents and checks to escrow company, review all documents for submission to escrow companies, review title and escrow documents.. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor’s office.

The Conсор Project Manager will monitor progress and facilitate communication and coordination for escrow services and assumes four hours of effort.

Timing: *Escrow Services will commence as soon as owners sign the offer documents and is anticipated to take forty-five (45) to one hundred and twenty (120) days.*

Deliverables:

- Title and Escrow Support as outlined in Task 6.2 and Task 6.7 for twenty-eight (28) parcels.

Task 6.6 – RON and Condemnation Support

Nine (9) negotiations with impacted property owners have reached impasse, the County will now need to initiate condemnation to acquire the remaining property rights. BRI will support this effort by providing the following services as requested:

- Prepare Summary of Negotiations for each parcel. This document will detail the concerns presented by the property owners and the various attempts to resolve the issues.
- Draft Notice of Intent to Adopt Resolution of Necessity (RON).
- Attendance at one (1) Board Meeting remotely to support presenter and report to the Board on negotiations.
- Attendance at one (1) Board Closed Session meeting remotely to provide detailed information on negotiations and discuss RON Process with Board.
- Review Resolution of Necessity Documents, Agenda Items and Presentation for the Board.

- Continue Negotiations with the property owners during and after the RON is obtained.

Deliverables:

- Condemnation Support for nine (9) parcels.

When an eminent domain suit is filed, the appraised value is deposited with the court and the appraiser signs a declaration as to the value. As the case moves closer to trial, an expert witness appraiser is generally hired by the County's legal counsel to prepare an appraisal for trial. The fee quoted in this scope of work includes the appraisal declaration for the staff report prepared by the BRI appraiser but does not include any trial preparation, expert witness testimony, or preparation of a trial appraisal. If these services are requested, they will be billed based on time and materials at \$450 per hour.

Conсор assumes 32 hours per parcel of effort for RON and Condemnation Support. This includes supporting County Legal, supporting BRI, reviewing the Engineer Declaration, and supporting/attending the RON Hearing.

This Scope does not include any additional Conсор support beyond the RON Hearing that is conducted by the County Board of Supervisors. Additional support for legal actions after the RON hearing will be performed on a time and materials basis and is not included in this Scope.

Task 6.7 – Temporary Construction Easement Renewal

As the Project construction has been significantly delayed, sixteen (16) temporary construction easement (TCE) agreements need to be renewed. As the compensation values are all below \$2,500 and are non-complex, BRI will complete Waiver Valuations, to re-acquire the temporary rights.

Conсор will review all TCE renewal documents and assumes 5 hours per parcel.

Timing: *The Waiver Valuations will be delivered in two (2) weeks, and acquisition activities will continue for twelve (12) to sixteen (16) weeks, following the County’s prompt approval of just compensation and administrative settlement requests.*

Deliverables:

- Sixteen (16) Waiver Valuations
- Sixteen (16) Temporary Construction Easements.

Task 6.8 – Caltrans Right of Way Certification

BRI will coordinate with Caltrans District 1 to supply all required documentation for the draft and final Right of Way Certification Document 13-B at certification level 1 or 2.

Timing: *On or before November 1, 2025.*

Deliverables:

- Draft Right of Way Certification Document 13-B at certification
- Final Right of Way Certification Document 13-B at certification

Task 6.9 – Revise Plats and Legal Descriptions

At the County's direction, Consor will revise plats and legals as needed based on negotiations and condemnation proceedings. Revisions to plats and legal descriptions for five (5) parcels is assumed.

Deliverables:

- Plat & Legal revisions for up to five (5) parcels.

Project Schedule Assumptions

BRI understands that the County needs this Project to be completed on or before November 1, 2025. To achieve the Project schedule delineated under each scope item, BRI assumes that this Amendment Request is approved by March 15, 2025, or earlier, and that BRI receives a formal NTP from the County shortly thereafter.

Task 7.0 – Utility Coordination

Perform final utility coordination (PG&E, AT&T, and MediaCom) related to the joint trench. The Draft Signed Cost Share Agreement requires finalizing with the utility companies. Staking information for the joint trench utility boxes and the conduits will be developed and provided to the utility contractor. Final utility plans will include all manhole/valve boxes that need to be adjusted to grade and will be addressed in the Right of Way Certification.

Deliverables:

- Signed Cost Sharing Agreement (Form B)
- Provide staking information for utility boxes & conduits.
- Address manhole/valve boxes in plans and in Right of Way Certification.

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or Lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: South Main St/Soda Bay Road

Consultant: Consor North America, Inc.

Project No. N14L013CA.00 Contract No. 0 Date 3/5/2025

DIRECT LABOR

Classification/Title	Name	Initials	Hours	Actual Hourly Rate	Range	Total
Principal Engineer *	Jurrens, Jason	JPJ	146	\$ 114.45	\$80 - \$170	\$ 16,709.70
Principal Engineer *	Sanchez, Michael	MAS	430	\$ 93.01	\$80 - \$170	\$ 39,993.87
Professional Engineer	Harrison, Brent	BCH	0	\$ 66.86	\$45 - \$100	\$ -
Professional Engineer	Beltran, Kevin	KCB	280	\$ 55.22	\$45 - \$100	\$ 15,460.48
Engineering Designer	Dambacher, Mason	MRD	0	\$ 42.86	\$35 - \$95	\$ -
Senior Engineer	Mitchell, Andrew	AKM	8	\$ 86.52	\$55 - \$125	\$ 692.14
Engineering Designer	Zubarev, Aleksandr	AAZ	16	\$ 45.10	\$35 - \$95	\$ 721.67
Senior Survey Project Manager	Irish, Seth	SHI	16	\$ 91.99	\$70 - \$105	\$ 1,471.90
Survey Project Manager	Dabu, Alfonso	ADD	96	\$ 61.02	\$45 - \$85	\$ 5,858.35
CAD Technician	Kenny, Patrick	PSK	0	\$ 46.29	\$30 - \$65	\$ -
Project Accountant	Project Accountant	AdAs	24	\$ 40.00	\$20 - \$60	\$ 960.00
Professional Engineer	Professional Engineer	PrEn	160	\$ 61.82	\$45 - \$100	\$ 9,891.20
Engineering Designer	Engineering Designer	EnDe	256	\$ 45.28	\$35 - \$95	\$ 11,591.68
Senior Engineer	Owens, Joshua	JO	0	\$ 69.00	\$55 - \$125	\$ -
		0	0	\$ -	\$ -	\$ -
		Subtotal:	1432			\$ 103,350.99

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 103,350.99
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) Total Direct Labor Costs [(a) + (b)]	\$ 103,350.99

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.30%):	e) Total Fringe Benefits [(c) x (d)]	\$ 44,750.98
f) Overhead (Rate: 113.10%):	g) Overhead [(c) x (f)]	\$ 116,889.97
h) General and Administrative (Rate: 20.50%):	i) Gen & Admin [(c) x (h)]	\$ 21,186.95
	j) Total Indirect Costs [(e) + (g) + (i)]	\$ 182,827.90

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 28,617.89

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Miles		\$ -
Per Diem/Hotel		Day		\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1		\$ 66.97	\$ 66.97
l) TOTAL OTHER DIRECT COSTS				\$ 66.97

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

BRI	\$ 250,285.74
LSA	\$ 26,053.02
AWE	\$ 34,497.49
	\$ -
	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 310,836.25
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 310,903.22
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 625,700.00

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 remain fixed for the life of the contract.
- Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1 Cost Proposal Page 2 of 3
Cost-Plus-Fixed Fee or Lump Sum or 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	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
Cost Proposal	Proposal		Rate	Year 1 Avg Hourly Rate
\$ 103,350.99	1432	=	\$72.17	

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	\$72.17	+	5%	=	\$75.78	Year 2 Avg Hourly Rate
Year 2	\$75.78	+	5%	=	\$79.57	Year 3 Avg Hourly Rate
Year 3	\$79.57	+	5%	=	\$83.55	Year 4 Avg Hourly Rate
Year 4	\$83.55	+	5%	=	\$87.73	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	100.00%	*	1432	=	1432	Estimated Hours Year 1
Year 2	0.00%	*	1432	=	0	Estimated Hours Year 2
Year 3	0.00%	*	1432	=	0	Estimated Hours Year 3
Year 4	0.00%	*	1432	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1432	=	0	Estimated Hours Year 5
	Total		Total	=	1432	

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

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$72.17	*	1432	=	\$103,350.99	Estimated Hours Year 1
Year 2	\$75.78	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$79.57	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$83.55	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$87.73	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$103,350.99	
	Direct Labor Subtotal before Escalation			=	\$103,350.99	
	Estimated total of Direct Labor Salary					Transfer to Page 1
			Increase	=	\$0.00	

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: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 3/5/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 11017 Coblerock Drive Suite 100 Rancho Cordova, CA 95670

*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:

NEPA Revalidation, Update CEQA, Right of Way Acquisition, Utility Coordination

Cost Proposal

Task No.		Project Name: South Main St/Soda Bay Road																Task Cost	Task Hours	BRI	LSA	AME	Subcontract Budget				
Task No.	TASKS	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Senior Engineer	Engineering Designer	Senior Survey Project Manager	Survey Project Manager	CAD Technician	Project Accountant	Professional Engineer	Engineering Designer	Senior Engineer	Senior Engineer	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	BRI	LSA	AME	Subcontract Budget	
		IPJ	MSS	BCH	KCS	MRO	AKM	AAZ	SHI	ADD	PSK	ADS	PEA	EDa	JO	Direct Labor	Labor*OH Multiplier	Fee Multiplier	Actual Labor Multiplier								
2.0	Project Management	50									24					74	\$5,683	\$1,850.38	\$20,354	\$20,354	\$20,354	74	\$14,820	\$5,534		\$20,354	
3.0	Pre-Construction Environmental															14	\$1,043	\$2,887	\$288.71	\$3,176	\$3,176	14			\$2,382	\$2,382	
	Updated Project Description and Project Design Figure	2	4		8											6	\$601	\$1,664	\$166.40	\$1,830	\$1,830	6			\$8,502	\$8,502	
	Supplemental Biological Resources Memorandum	2	4													6	\$601	\$1,664	\$166.40	\$1,830	\$1,830	6			\$1,422	\$1,422	
	NEPA Rehabilitation Form	2	4		4											10	\$922	\$2,276	\$227.56	\$2,503	\$2,503	10			\$757	\$757	
	Environmental Comments Record	2	4													6	\$601	\$1,664	\$166.40	\$1,830	\$1,830	6			\$7,136	\$7,136	
	CEDA Addendum	4	16		40											68	\$4,847	\$13,421	\$1,342.08	\$14,763	\$14,763	68			\$15,207	\$15,207	
	Permit															416	\$21,483	\$59,488	\$5,948.81	\$65,435	\$65,435	416			\$258,252	\$258,252	
6.0	Right of Way Assistance	12	48													60	\$5,838	\$16,165	\$1,616.50	\$17,781	\$17,781	60	\$60,300		\$60,300	\$60,300	
6.2	Right of Way Appraisals	80														128	\$10,081	\$27,842	\$2,784.22	\$30,728	\$30,728	128	\$42,000		\$42,000	\$42,000	
6.3	Right of Way Acquisition Assistance	4	8		16			72								116	\$7,576	\$20,978	\$2,097.76	\$23,075	\$23,075	116			\$23,075	\$23,075	
6.4	Contribution Statement by Property Acquisitions	4	8		16											4	\$458	\$1,268	\$126.76	\$1,394	\$1,394	4	\$33,000		\$33,000	\$33,000	
6.5	Title and Easement Abstracts	4														208	\$23,477	\$65,007	\$6,500.73	\$71,508	\$71,508	208	\$18,000		\$18,000	\$18,000	
6.6	HOH and Condominium Support	36	144		108											112	\$19,780	\$59,795	\$5,979.46	\$65,774	\$65,774	112	\$75,200		\$75,200	\$75,200	
6.7	Temporary Construction Easement Renewal	16	96													4	\$458	\$1,268	\$126.76	\$1,394	\$1,394	4	\$2,500		\$2,500	\$2,500	
6.8	Current Right of Way Certification	4														68	\$4,647	\$12,867	\$1,286.67	\$14,153	\$14,153	68			\$14,153	\$14,153	
6.9	Permit Plans and Legal Descriptions	4	8		16			24								52	\$3,988	\$9,325	\$932.50	\$10,257	\$10,257	52			\$10,257	\$10,257	
7.0	Utility Coordination	2	10		40											0	\$0	\$0	\$0	\$0	\$0	0			\$0	\$0	
	Subtotal - Hours	146	450	0	289	0	18	16	86	0	24	189	246	0	1432	\$103,345	\$288,178	\$28,817.83	\$314,797	\$314,797	1432	\$1,566		\$1,566	\$1,566		
	Anticipated Salary Increases																									\$336	\$336
	Other Direct Costs																									\$18,281	\$18,281
	TOTAL COST	\$18,210	\$39,894	\$0	\$15,460	\$0	\$682	\$722	\$1,472	\$5,658	\$0	\$860	\$9,081	\$11,562	\$0	\$103,345	\$288,178	\$28,818	\$314,797	\$314,797	\$314,797	1432	\$3,902		\$3,902	\$3,902	

EXHIBIT 10-H COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: BENDER ROSENTHAL, INC.

Project No. County of Lake

Contract No. #L01-350

Date February 28, 2025

Project Name South Main Street and Soda Bay Road Widening and Bike Lanes Project

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Project Manager	Rebekah Green	\$62.00 - \$75.00	60	\$ 70.00	\$ 4,200.00
Appraisal Manager	David Houghton, MAI	\$55.00 - \$100.00	8	\$ 81.73	\$ 653.84
Senior Acquisition Agent	Lucas Smith, CA RE Salesperson	\$45.00 - \$80.00	6	\$ 55.65	\$ 333.90
Senior Administrative Support	Staff - TBD	\$35.00 - \$65.00	4	\$ 50.00	\$ 200.00
Administrative Support	Staff - TBD	\$20.00 - \$40.00	10	\$ 25.00	\$ 250.00
Researcher	Staff - TBD	\$20.00 - \$40.00	2	\$ 32.00	\$ 64.00
			90		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 5,701.74
b) Anticipated Salary Increases	\$347.81

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 6,049.55**

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>39.83%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 2,409.53
f) Overhead (Rate: <u>28.46%</u>)	g) Overhead [(c) x (f)]	\$ 1,721.70
h) General and Admin (Rate: <u>54.42%</u>)	i) Gen & Admin [(c) x (h)]	\$ 3,292.16

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 7,423.40**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 1,347.29**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Memorandum of Appraisal Updates	11	Report	\$ 3,500.00	\$ 38,500.00
Restricted Appraisal Report	1	Report	\$ 3,800.00	\$ 3,800.00
Waiver Valuation	16	Report	\$ 2,200.00	\$ 35,200.00
Acquisition Services - TCE Renewal	16	Each	\$ 2,500.00	\$ 40,000.00
Acquisition Services	12	Each	\$ 3,500.00	\$ 42,000.00
Escrow Services	28	Each	\$ 1,200.00	\$ 33,600.00
Condemnation Support	9	Each	\$ 2,000.00	\$ 18,000.00
Right of Way Certification	1	Report	\$ 2,500.00	\$ 2,500.00
Mileage/Travel	650	Miles	\$ 0.67	\$ 435.50
Notary Fee	28	Each	\$ 60.00	\$ 1,680.00
Shipping	50	Package	\$ 35.00	\$ 1,750.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 217,465.50**

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

Independent Appraisal Review (12 @ \$1,500 Each) **\$ 18,000.00**

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 18,000.00**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 235,465.50**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 250,285.74**

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-H COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM OR 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 \$5,701.74	Total Hours per Cost Proposal 90	=	Avg Hourly Rate \$63.35	5 Year Contract Duration Year 1 Avg Hourly Rate
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1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$63.35	+	5.0%	=	\$66.52
Year 2	\$66.52	+	5.0%	=	\$69.85
Year 3	\$69.85	+	5.0%	=	\$73.34
Year 4	\$73.34	+	5.0%	=	\$77.01
					Year 2 Avg Hourly Rate Year 3 Avg Hourly Rate Year 4 Avg Hourly Rate 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%	*	90	=	18	Estimated Hours Year 1
Year 2	40.0%	*	90	=	36	Estimated Hours Year 2
Year 3	40.0%	*	90	=	36	Estimated Hours Year 3
Year 4	0.0%	*	90	=	0	Estimated Hours Year 4
Year 5	0.0%	*	90	=	0	Estimated Hours Year 5
Total	<u>100.0%</u>		Total	=	<u>90</u>	

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	\$63.35	*	18	=	\$1,140.35	Estimated Hours Year 1
Year 2	\$66.52	*	36	=	\$2,394.73	Estimated Hours Year 2
Year 3	\$69.85	*	36	=	\$2,514.47	Estimated Hours Year 3
Year 4	\$73.34	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$77.01	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$6,049.55	
			Direct Labor Subtotal before Escalation	=	<u>\$5,701.74</u>	
			Estimated total of Direct Labor Salary Increase	=	<u>\$347.81</u>	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-H 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. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Renee Baur</u>	Title**:	<u>Chief Executive Officer</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>2/28/2025</u>
Email**:	<u>r.baur@benderrosenthal.com</u>	Phone Number:	<u>(916) 978-4900</u>
Address:	<u>2825 Watt Ave. Suite 200, Sacramento CA 95821</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 the proposed contract:

Full Service Right of Way: Project Management, Appraisal, Acquisition, Title/Escrow, Condemnation Support, Right of Way Certification

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 4
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 LSA Associates, Inc.

Project No. _____ Contract No. _____

Date 03/05/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge*	Edward Heming*	14	\$72.10	\$1,009.40
Project Manager*	Kristin Nurmela*	28	\$56.95	\$1,594.60
Principal		1	\$105.36	\$105.36
Associate		8	\$64.81	\$518.48
Senior Technical Specialist		24	\$55.09	\$1,322.16
Assistant Technical Specialist		6	\$31.11	\$186.66
GIS/Graphics		9	\$43.69	\$393.21
Word Processor/Admin		12	\$35.00	\$420.00

LABOR COSTS

Total Hours: 102

a) Subtotal Direct Labor Costs	<u>\$5,549.87</u>
b) Anticipated Salary Increases (see page 2 for calculation)	<u>\$69.37</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$5,619.24</u>

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>101.89%</u>)	e) Total Fringe Benefits [(c) x (d)]	<u>\$5,725.45</u>
f) Overhead & G&A (Rate: <u>114.58%</u>)	g) Overhead [(c) x (f)]	<u>\$6,438.53</u>
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		<u>\$12,163.98</u>

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>	<u>\$1,778.32</u>
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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 (on-road) 2025	300	Miles	\$0.700	\$210.00
GPS Unit	1	Days	\$75.00	\$75.00

l) TOTAL OTHER DIRECT COSTS \$285.00

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

2025 Rate and ICR Increase for 2020 Contract Amendment	<u>\$6,206.48</u>
m) TOTAL SUBCONSULTANTS' COSTS	<u>\$6,206.48</u>

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$6,491.48

TOTAL COST [(c) + (j) + (k) + (n)] \$26,053.02

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-H COST PROPOSAL PAGE 3 OF 4

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
\$5,549.87	102.00	=	\$54.41	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	\$54.41	+	5%	=	\$57.13	Year 2 Avg Hourly Rate
Year 2	\$57.13	+	5%	=	\$59.99	Year 3 Avg Hourly Rate
Year 3	\$59.99	+	5%	=	\$62.99	Year 4 Avg Hourly Rate
Year 4	\$62.99	+	5%	=	\$66.14	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	75.00%	*	102.0	=	76.5	Estimated Hours Year 1
Year 2	25.00%	*	102.0	=	25.5	Estimated Hours Year 2
Year 3	0.00%	*	102.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	102.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	102.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	102.0	

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	\$54.41	*	76.5	=	\$4,162.40	Estimated Hours Year 1
Year 2	\$57.13	*	25.5	=	\$1,456.84	Estimated Hours Year 2
Year 3	\$59.99	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$62.99	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$66.14	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$5,619.24	
	Direct Labor Subtotal before Escalation			=	\$5,549.87	
	Estimated total of Direct Labor Salary Increase			=	\$69.37	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 4 OF 4

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: Amy Fischer Title*: President/Chief Operating Officer

Signature:  Date of Certification (mm/dd/yyyy): 03/05/2025

Email: amy.fischer@lsa.net Phone Number: (949) 553-0666

Address: 3210 El Camino Real, Suite 100, Irvine, California 92602

*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:

NEPA Revalidation & CEQA Addendum for South Main Street and Soda Bay Road Widening and Bike Lanes Project in Lake County

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 Area West Environmental, Inc.

County of Lake/ S Main St

Project No. & Soda Bay Rd

Contract No. L01-350

Date 1/17/2025

Amendment Request

DIRECT LABOR

Classification/Title	Name	Range	Hours		Initial Hourly Rate	Total
Senior Scientist	Rozumowicz-Kodsuntie, Rebecca J.	\$30-\$110	12	@	\$ 76.41	\$916.92
Senior Scientist	Dour-Smith, Aimee A.	\$30-\$110	28	@	\$ 68.00	\$1,904.00
Analyst	Mavs, Kimberlv A.	\$18-\$65	32	@	\$ 41.00	\$1,312.00
Analyst	Sankbeil, Colena M.	\$18-\$65	28	@	\$ 36.00	\$1,008.00
Senior Scientist	Bailey, Mary L.	\$30-\$110	0	@	\$ 60.00	\$0.00
Analyst	Archaeologist I / Technician - TBD	\$25-\$55	0	@	\$ 38.00	\$0.00
Analyst	Aiken, Mikhela W.	\$18-\$65	16	@	\$ 36.00	\$576.00
Analyst	Kodsuntie, Claudia	\$18-\$65	0	@	\$ 36.00	\$0.00
Analyst	Deng, Emily D.	\$18-\$65	0	@	\$ 28.00	\$0.00
Analyst	Laverty, Heather R.	\$18-\$65	0	@	\$ 36.00	\$0.00
Analyst	McNeill, Kale N.	\$18-\$65	0	@	\$ 40.00	\$0.00
Senior Scientist	Davidson, Kelly A.	\$30-\$110	0	@	\$ 42.00	\$0.00
Analyst	Ross, Samantha R.	\$18-\$65	0	@	\$ 24.00	\$0.00
Senior Scientist	Rogers, Matthew S.	\$30-\$110	0	@	\$ 41.00	\$0.00
Analyst	Brown, Elizabeth L.	\$18-\$65	0	@	\$ 28.00	\$0.00
Analyst	Church, Amanda J.	\$18-\$65	6	@	\$ 36.00	\$216.00
Senior Scientist	Open Classification II	\$30-\$110	0	@	\$ 70.00	\$0.00
Analyst	Open Classification I	\$18-\$65	0	@	\$ 45.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$5,932.92

b) Anticipated Salary Increases (see page 2 for calculations)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 5,932.92

INDIRECT COSTS

d) Fringe Benefits

Rate: 37.37%

e) Total fringe benefits [(c) x (d)] \$ 2,217.13

g) Overhead

Rate: 62.22%

g) Overhead [(c) x (f)] \$ 3,691.46

h) General and Administrative

Rate: 48.74%

i) Gen & Admin [(c) x (h)] \$ 2,891.71

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 8,800.30

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 1,473.32

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

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEM	Quantity	Unit	Unit Cost	Total
Travel: mileage costs (at current federal travel rate at time of travel)	285	milc	\$ 0.670	\$ 190.95
Permit Fees (2025 estimated fees for CDFW [\$6,700] and RWQCB [\$11,300])		each	at cost	\$ 18,100.00
Mitigation Fees (to be paid by County)		each	at cost	

l) TOTAL OTHER DIRECT COSTS \$ 18,290.95

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 18,290.95

TOTAL COST [(c) + (j) + (k) + (n)] \$ 34,497.49

- 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. Cost estimate assumes none of the proposed work is subject to prevailing wage
- 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 calculations (page 2) must accompany.

Invoices will be based on staff actual hourly pay rates at the time work is conducted, multiplied by the contracted overhead rate and fixed fee noted above. Subconsultant and Direct Costs will be billed at actual cost. The same Overhead rate will be used for all years for multi-year contracts. Overtime hours for non-exempt staff will be billed at overtime rates based on actual hourly pay rate established in California state law (i.e., 1.5 times the pay rate for hours worked over 8 hours).

AWI: #15-002

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
\$5,932.92		122.0		\$48.63	Year 1 Avg

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	\$48.63	+	3.0%	=	\$50.09	Year 2 Avg Hourly Rate
Year 2	\$50.09	+	3.0%	=	\$51.59	Year 3 Avg Hourly Rate
Year 3	\$51.59	+	3.0%	=	\$53.14	Year 4 Avg Hourly Rate
Year 4	\$53.14	+	3.0%	=	\$54.73	Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost Proposal	=	Total Hours per Year	
	Each Year					
Year 1	100%	*	122.0	=	122.0	Estimated Hours Year 1
Year 2	0%	*	122.0	=	0.0	Estimated Hours Year 2
Year 3		*	122.0	=	0.0	Estimated Hours Year 3
Year 4		*	122.0	=	0.0	Estimated Hours Year 4
Year 5		*	122.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	122.0	

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

	Avg Hourly Rate		Estimated hours	=	Cost per Year	
	(calculated above)		(calculated above)			
Year 1 \$	48.63	*	122.0	=	\$5,932.92	Estimated Hours Year 1
Year 2 \$	50.09	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3 \$	51.59	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	53.14	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	54.73	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$5,932.92	
	Direct Labor Subtotal before escalation			=	\$5,932.92	
	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
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e.
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 Subconsultant Certifying:

Name: Becky Rozumowicz-Kodsuntie Title*: President

Signature: *Becky Rozumowicz* Date of Certification (mm/dd/yyyy): 1/17/2025

Email: becky@areawest.net Phone Number: (916) 987-3362

Address: 6248 Main Avenue, Suite #C, Orangevale, CA 95662

*An individual executive or financial officer of the consultant's or subconsultants 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:

<p>Environmental permitting</p>







Amend6FinalDesign&ROWSvsMainSt-SBR-Con sor

Final Audit Report

2025-03-27

Created:	2025-03-26
By:	Lori Price (Lori.Price@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXkoukdRHv2onFuAgjprWciW4jvYU46nR

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-  Signer jason.jurrens@consoreng.com entered name at signing as Jason Jurrens
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-  Document e-signed by Jason Jurrens (jason.jurrens@consoreng.com)
Signature Date: 2025-03-27 - 4:53:36 PM GMT - Time Source: server- IP address: 4.16.40.242
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