

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 250052B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250052B ("Amendment No. 1") is made and entered into as of the 25th day of March, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SANDERSON BELLECCI, INC. DBA SANBELL, previously known as Bellecci & Associates, Inc., a California corporation, whose mailing address is 2290 Diamond Boulevard, Suite 100, Concord, CA 94520, hereinafter referred to as "CONTRACTOR" or "CONSULTANT".

RECITALS

WHEREAS, on July 9, 2024, COUNTY entered into Napa County Agreement No. 250052B with CONTRACTOR (the "Agreement") for \$191,183.00 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project, RDS 22-26, hereinafter referred to as "the Project;" and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by \$71,086 for additional engineering design and support services for the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. All references in the Agreement to "Bellecci" or "Bellecci & Associates, Inc." are amended to read: "Sanderson Bellecci, Inc. DBA Sanbell"
2. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, and those additional services set forth in Exhibit "A-1," attached to this Amendment No. 1 of the Agreement, said Exhibit being incorporated herein by this reference.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Agreement, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1". Said Exhibit is incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be TWO HUNDRED SIXTY TWO THOUSAND TWO HUNDRED SIXTY NINE DOLLARS AND ZERO CENTS (\$262,269.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The actual payments made under this Agreement for the work in Exhibit "A" shall also not exceed the per task maximum amounts set forth in Exhibit "B", and the actual payments for the work in Exhibit "A-1" shall not exceed the per task maximum amounts set forth in Exhibit "B-1", unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

4. Except as provided in Paragraphs 1, 2, and 3, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 250052B effective as of March 25, 2025.

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SANDERSON BELLECCI, INC. DBA SANBELL

By *Daniel Leary*
DANIEL LEARY, Principal

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Ryan FitzGerald</i></u> (e-sign) Deputy County Counsel</p> <p>Date: <u>March 13, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following additional services for the Silverado Trail Intersection Improvements Project. Amendment No. 1 increases the Level of Effort for the following tasks:

TASK 3: DESIGN DEVELOPMENT

In addition to the services already included in the original PSA, Sanbell will provide Solar Powered Lighting Design at the Zinfandel Lane and Oak Knoll Avenue intersections. Sanbell will also provide design revisions at the Oak Knoll Avenue intersection to provide a southbound acceleration lane on Silverado Trail.

TASK 6: ENVIRONMENTAL REVIEW SUPPORT

Task 6.3: Environmental Planning Services

David J Powers & Associates (DJP&A) will prepare an Initial Study consistent with the requirements of the California Environmental Quality Act (CEQA) and the County of Napa. This scope is based on the understanding the project would be eligible for a Mitigated Negative Declaration (MND), assuming there are no significant impacts, or mitigation measures included in the project to reduce any impacts to a less than significant level.

The Initial Study (IS) will include a project description, discussion of consistency with applicable plans and policies, and a section that includes a description of existing conditions at each intersection location, the CEQA environmental checklist, and an explanation of project effects and mitigations.

Environmental Setting, CEQA Checklist, and Mitigations

The Initial Study will be divided into subsections for each environmental resource. The subsections will be formatted to include a description of the existing environmental setting followed by the relevant CEQA checklist section. The sources of information for determining impacts will be identified. Mitigation measures will be identified to reduce significant impacts, as appropriate. Based upon our current understanding of the project, we anticipate the key environmental issues for the project will include the following resources:

- Biological Resources (WRA, Inc.)
- Cultural Resources (Archaeological/Historical Consultants)
- Hydrology and Water Quality (Sanbell)

Technical Reports

This scope amendment includes the preparation of an archaeological survey report and a biological resources report by subconsultants to DJP&A, as described below.

Biological Resources – WRA, as a subconsultant to DJP&A, will prepare a Biological Resources Reconnaissance Survey (BRRS) Report that includes a site visit and assessment of the potential for sensitive natural resources to be present that are protected under federal, state, and/or local laws and ordinances.

Prior to the site visit, WRA will complete a background review of relevant literature and databases to ascertain what sensitive biological resources have the potential to occur on the site. WRA will conduct a floristic survey, wetland and non-wetland waters assessment, stream and riparian habitat assessment, and special-status wildlife assessment within the Study Area. Following the site visit, WRA will draft a summary report identifying the assessment results and mitigation and avoidance measures, as needed. If warranted, WRA will identify measures to comply with Napa County's oak and coniferous woodland/forest canopy retention and preservation requirements.

Cultural Resources - To assess the potential for the project to impact archaeological resources as defined in the CEQA Guidelines (§15064.5), Archaeological/Historical Consultants (A/HC) will prepare an archaeological sensitivity assessment for the project. The assessment will include a cultural records search, Sacred Lands File search, archaeological sensitivity analysis, and site survey. A/HC will assist the County with the AB 52 Tribal Consultation required for the project prior to circulation of the IS/MND. An archaeological survey report will be prepared to document the findings of the project's potential to impact cultural resources, the results of the tribal consultation, and any mitigation and avoidance measures required for the project.

Hydrology and Water Quality – The project will result in improvements within the 100-year floodplain at the Strawberry Patch and Oak Knoll intersections with the Silverado Trail. Placement of fill within the 100-year floodplain could result in the displacement of floodwaters and impact adjacent property. Sanbell will provide DJP&A an analysis of the impacts of the project on the floodplain to ensure the project adheres to the requirements of the Napa County Floodplain Ordinance.

Draft Environmental Document

Once the project description is finalized, DJP&A will prepare the Administrative Draft Initial Study (ADIS). Upon completion of the ADIS, DJP&A will submit up to five hard copies of the document to the County for review and comment. DJP&A will then revise the ADIS based on comments received from the County and submit an electronic copy of the document to the County for final review and comment. This scope of work assumes two rounds of review by the County. DJP&A will provide the County with up to 10 hard copies of the Initial Study for public distribution and a PDF of the document for posting on the County's website.

Draft Mitigated Negative Declaration

DJP&A will prepare a draft MND in conformance with the CEQA Guidelines and the County of Napa requirements. The draft MND will describe the proposed project, present findings related to the environmental conditions, and include a copy of the Initial Study and mitigation measures to support the findings. This scope assumes that DJP&A will prepare the Notice of Intent to Adopt an MND (NOI) and Public Works staff will file the notices with the Recorder – County Clerk. Following receipt of the signed NOI from the County, DJP&A will transmit the NOI, MND, and copies of the Initial Study to the State Clearinghouse on behalf of the County. The County will complete all other public noticing required for the project (i.e. newspaper, adjacent properties, etc.).

Preparation of Mitigation Monitoring and Reporting Program

In accordance with state law and CEQA Guidelines, DJP&A will draft a Mitigation Monitoring and Reporting Program (MMRP) identifying when mitigation measures will be implemented, who will be responsible for implementing them, and who will provide oversight. The draft MMRP will be submitted to

the County prior to the hearing on the project.

Meetings

This scope of work includes DJP&A attendance at up to three project meetings. DJP&A can attend additional public hearings or meetings requested on a time and materials basis.

Assumptions

The following assumptions have been made in the preparation of this contract amendment, and are in addition to the assumptions made in our original scope:

- Estimated costs are based on assessing the entirety of the Study Area exclusive of built environments (e.g., vineyard blocks).
- Access to the sites will be granted with permission by the County and/or property owner, and any keys or combinations will be provided to WRA staff if necessary to complete their work. Any residents, caretakers, or other agents of the sites will be informed of WRA's presence on-site.
- Any project plans will be provided in electronic spatial format such as GIS (shapefiles) or CAD that is properly geo-referenced.
- Surveyed and properly geo-referenced property boundaries will be provided to WRA. If such data are not provided, WRA will use the best available data (e.g., County data, paper maps) but is not responsible for the accuracy of these data. Additionally, if adjusted or updated parcel data are provided following the generation of WRA's resource mapping, revising figures will involve additional costs not included herein.
- Any previous correspondence with federal or state regulatory or resource agencies that relate to biological issues will be provided to WRA.
- A protocol level special-status plant survey will be completed, however, if numerous and widespread special-status plant populations are present, additional budget may be required to cover the appropriate effort needed to properly map the distribution of these species.
- If relevant, for recommendations related to canopy retention and preservation, a map and/or spatial data showing on-site percent slope values will be provided to WRA.
- If the BRRS determines that special-status plants will be impacted by the project, then the County may require that a Habitat Mitigation and Monitoring Plan (HMMP) be developed specifically for the project. If needed, WRA can prepare a separate scope and budget agreement for this work.
- This Scope of Work does not include a preliminary wetland determination. The wetland assessment covered under Task 1 will provide the extent of Corps, CDFW, and RWQCB jurisdiction to a degree reasonable to proceed with project permitting. Should a formal wetland delineation be required, WRA can prepare a separate scope and budget agreement for this work.
- This Scope of Work does not include protocol-level wildlife surveys, a tree survey/inventory, or costs associated with permit applications for federal (e.g., Corps Nationwide Permit for wetland fill) or state agencies (e.g., CDFW Lake and Streambed Alteration Agreement). If any of these services are needed, WRA can prepare a separate scope and budget agreement for this work.
- The County will provide a tree survey for the project sites.
- Impact determinations will be based on the best professional judgment of a qualified biologist at the time of the study and with the information available as provided in publicly available databases and from the County.
- The County will complete all public noticing required for the project.
- Scope does not include any CDFW filing fees for the IS/MND.

Exhibit “B-1”
COMPENSATION AND EXPENSE REIMBURSEMENT

																		Total
Task	Task Description	Prin Eng II	Prin Eng I	Prof. Eng I / Traf Eng	Eng III	Eng II	Assist Eng II	Assist Eng I	Survey Tech III	Prof Land Surv II	Survey, Chief	Survey, Journ Rod	Survey, Appren	Total Hours	Total Civil Survey Costs	Environmental	10% Sub Mark Up	Total Fee
		\$278.03	\$274.10	\$172.65	\$162.56	\$134.53	\$114.91	\$98.09	\$145.74	\$246.64	\$153.50	\$130.61	\$112.44					
1	Environmental Planning Services (DJP&A)				6									6	\$975	\$34,198	\$3,420	\$38,593
2	Solar Powered Lighting Design (two intersections)	1	6	24			30							61	\$9,514			\$9,514
3	Design Revisions at Oak Knoll (SB acceleration lane)	4	8	38			67		12	2	8	8	8	155	\$22,979			\$22,979
		5	14	62	6	0	97	0	12	2	8	8	8	222	\$33,468	\$34,198	\$3,420	\$71,086

COST PROPOSAL 1 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

Consultant Bellecci & Associates, a Sanbell Company

Project No. HSIP Cycle 11-Silverado Trail

Contract No. _____

Date 3/10/2025

Improvements Project

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Prin Eng II	RB	9	\$99.20	\$892.80
Prin Eng I	AA, DL	40	\$97.80	\$3,912.00
Prof Eng I		190	\$61.60	\$11,704.00
Eng III		194	\$58.00	\$11,252.00
Eng II		192	\$48.00	\$9,216.00
Assist Eng II		295	\$41.00	\$12,095.00
Assist Eng I		22	\$35.00	\$770.00
Survey Tech III		36	\$52.00	\$1,872.00
Proj Land Surv II		10	\$88.00	\$880.00
Survey, Chief		32	\$54.77	\$1,752.64
Survey, Journ Rod		32	\$46.60	\$1,491.20
Survey, Appren		32	\$40.12	\$1,283.84

LABOR COSTS

a) Subtotal Direct Labor Costs	\$57,121.48
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$57,121.48

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>56.12%</u>)	e) Total Fringe Benefits	\$ 32,056.57
f) Overhead (Rate: <u>98.67%</u>)	g) Overhead [(c)x(f)]	\$ 56,361.76
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	0
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$88,418.34
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$14,553.98

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs			\$0.670	\$0.00
Equipment Rental and Supplies				\$0.00
Printing				\$1,083.02
Plan Sheets			\$18.00	\$0.00
Sub-Markup				\$9,209.00
1) TOTAL OTHER DIRECT COSTS				\$10,292.02

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

Subconsultant 1: TJKM	\$23,500.00
Subconsultant 2: DJPA	\$68,382.43
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS:	\$91,882.43
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$102,174.45
TOTAL COST [(c) + (j) + (k) + (n)]	\$262,268.25

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 principals. 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.

COST PROPOSAL 1 PAGE 2 OF 2
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 hour)

Direct Labor <u>Subtotal</u> per Cost Proposal \$57,121.48	Total Hours per Cost Proposal 1084	=	Avg Hourly Rate \$52.70	5 Year Contract Duration Year 1 Avg Hourly Rate
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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	\$52.70	+	0%	=	\$52.70	Year 2 Avg Hourly Rate
Year 2	\$52.70	+	0%	=	\$52.70	Year 3 Avg Hourly Rate
Year 3	\$52.70	+	0%	=	\$52.70	Year 4 Avg Hourly Rate
Year 4	\$52.70	+	0%	=	\$52.70	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	100.00%	*	1084.0	=	1084.0	Estimated Hours Year 1
Year 2	0.00%	*	1084.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1084.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1084.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1084.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1084.0	

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	\$52.70	*	1084	=	\$57,121.48	Estimated Hours Year 1
Year 2	\$52.70	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.70	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$52.70	*	0	=	\$0.00	Estimated Hours Year 4
	Total Direct Labor Cost with Escalation			=	\$57,121.48	
	Direct Labor Subtotal before Escalation			=	\$57,121.48	
	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 approved.

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 Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals 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: Daniel Leary, Bellecci a Sanbell Company

Title: Principal

Signature: _____

Date of Certification (mm/dd/yyyy): 3/6/2024

Email: dleary@sanbell.com

Phone Number: 925.685.4569

Address: 2290 Diamond Boulevard, Suit 100, Concord CA 94520

*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 of services the consultant is providing under the proposed contract:

Refer to the Contract Professional Services Agreement for the scope of work to be performed by the consultants design team.

COST PROPOSAL

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 T J K M

Project No. HSIPL-5921(090)

Contract No. _____

Date 6/21/2024

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Rutvij Patel, EIT*	20	\$85.67	\$1,713.40
PIC & QA/QC	Nayan Amin, TE*	10	\$110.00	\$1,100.00
Task Lead	Anna Highsmith, PE*	32	\$58.60	\$1,875.20
Transportation Engineer	Talha Majeed	96	\$33.35	\$3,201.60

LABOR COSTS

a) Subtotal Direct Labor Costs	\$7,890.20
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$7,890.20

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>45.11%</u>)	e) Total Fringe Benefits	3559.27
f) Overhead (Rate: <u>90.36%</u>)	g) Overhead [(c)x(f)]	7129.58
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	0
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$10,688.85

FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$1,857.91
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1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0		\$0.670	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets			\$18.00	\$0.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				\$0.00

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

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) TOTAL SUBCONSULTANTS' COSTS: \$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$20,436.96

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 principals. 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.

COST PROPOSAL
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 hou

Direct Labor <u>Subtotal</u> per Cost Proposal \$7,890.20	Total Hours per Cost Proposal 158	=	Avg Hourly Rate \$49.94	5 Year Contract Duration Year 1 Avg Hourly Rate
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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	\$49.94	+	0%	=	\$49.94
Year 2	\$49.94	+	0%	=	\$49.94
Year 3	\$49.94	+	0%	=	\$49.94
Year 4	\$49.94	+	0%	=	\$49.94
					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	100.00%	*	158.0	=	158.0	Estimated Hours Year 1
Year 2	0.00%	*	158.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	158.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	158.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	158.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	158.0	

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	\$49.94	*	158	=	\$7,890.20	Estimated Hours Year 1
Year 2	\$49.94	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$49.94	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$49.94	*	0	=	\$0.00	Estimated Hours Year 4
	Total Direct Labor Cost with Escalation			=	\$7,890.20	
	Direct Labor Subtotal before Escalation			=	\$7,890.20	
	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 approved.

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 Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals 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: Nayan Amin Title: President

Signature:  Date of Certification (mm/dd/yyyy): 6/21/2024

Email: namin@tjkm.com Phone Number: 925.463.0611

Address: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

*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 of services the consultant is providing under the proposed contract:

Traffic Engineering & Transportation Planning

COST PROPOSAL 1 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 X Subconsultant 2nd Tier Subconsultant

Consultant David J. Powers & Associates, Inc.

Project No. HSIP Cycle 11-Silverado Trail

Contract No. _____

Date 6/25/2024

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Sr. Principal	John Hesler	2	\$105.00	\$210.00
Principal PM	Will Burns	62	\$89.61	\$5,555.82
Senior Project Manager	TBD	2	\$77.00	\$154.00
Project Manager	TBD	152	\$51.00	\$7,752.00
Researcher	TBD	58	\$34.00	\$1,972.00
Graphic Artist	Ryan Osako	20	\$35.00	\$700.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$16,343.82
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$16,343.82

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>48.65%</u>)	e) Total Fringe Benefits	\$ 7,951.92
f) Overhead (Rate: <u>121.99%</u>)	g) Overhead [(c)x(f)]	\$ 19,937.99
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	0
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$27,889.91
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$4,423.37

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	299	Mile	\$0.670	\$200.33
Document Copies	15	Copy	\$25.00	\$375.00
Permit Fees	0	0	\$0.00	\$0.00
Plan Sheets				\$0.00
Test				\$0.00
				1) TOTAL OTHER DIRECT COSTS
				\$575.33

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

Subconsultant 1: <u>WRA, Inc.</u>	\$10,450.00
Subconsultant 2: <u>Archaeological/Historical Consultants</u>	\$8,700.00
Subconsultant 3: _____	\$0.00
Subconsultant 4: _____	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS:	\$19,150.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$19,725.33
TOTAL COST [(c) + (j) + (k) + (n)]	\$68,382.43

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 principals. 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.

COST PROPOSAL 1 PAGE 2 OF 2
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 hou

Direct Labor <u>Subtotal</u> per Cost Proposal		Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$16,343.82		296	=	\$55.22	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	\$55.22	+	0%	=	\$55.22	Year 2 Avg Hourly Rate
Year 2	\$55.22	+	0%	=	\$55.22	Year 3 Avg Hourly Rate
Year 3	\$55.22	+	0%	=	\$55.22	Year 4 Avg Hourly Rate
Year 4	\$55.22	+	0%	=	\$55.22	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	100.00%	*	296.0	=	296.0	Estimated Hours Year 1
Year 2	0.00%	*	296.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	296.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	296.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	296.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	296.0	

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	\$55.22	*	296	=	\$16,343.82	Estimated Hours Year 1
Year 2	\$55.22	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$55.22	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.22	*	0	=	\$0.00	Estimated Hours Year 4
	Total Direct Labor Cost with Escalation			=	\$16,343.82	
	Direct Labor Subtotal before Escalation			=	\$16,343.82	
	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 approved.

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 Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals 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: Will Burns

Title: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 6/25/2024

Email: wburns@davidjpowers.com

Phone Number: 510-902-5851

Address: 1736 Franklin Street, Suite 400, Oakland, CA 94612

*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 of services the consultant is providing under the proposed contract:

CEQA/NEPA Environmental Consulting

Name Abbreviations

RB - Robert Broestl

AA - Anoop Admal

DL - Daniel Leary

AY - Amy Yang

AFH - Alexandra Farros-Hoeppner

WH - Weston Heidzig

ES - Emma Schoenthal

AN - Anthony Nguyen

BH - Brandon Hoang

SY - Samantha Youngkin

ET - Edmond Tsui

ND - Nella Desruisseaux

BW - Ben Wier

IM - Isaias Mata

DC - Darren Choy

ZQ - Zheng Qiao

VV - Viviana Valenton

NS - Nate Sistros

DT - Daniel Takacs

AF - Alex Fong

DC - Doug Crume

DM - Dave McMurdo

MM - Michael McMurdo

TH - Thomas Hodge