

SECOND AMENDMENT TO  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOOTHILL ROAD LOW WATER CROSSING REPLACEMENT  
PROJECT 862339, SIC-01 CONTRACT #BC 19-184

This Amendment (“Second Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Drake Haglan & Associates, Inc., having its principal place of business at 11060 White Rock Road, Suite 200 Rancho Cordova, CA 95670 (“CONSULTANT”) (hereinafter collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor signed into effect on January 15, 2019 (“Agreement”) in conjunction with the Foothill Road Low Water Crossing Replacement Project (“Project”); and

WHEREAS, the initial Agreement amount for services was up to but not to exceed \$74,104.51 with a contingency of \$7,410.45 for a total contract amount of \$81,514.96; and

WHEREAS, after the Agreement was executed, the 65-percent design check was completed which in turn required considerable modifications to the proposed design; and

WHEREAS, the proposed project and task goals remain identical; and

WHEREAS, after further evaluation the County has determined upon completion of the required design modifications by the structure designer, an additional design check is now required which will incur additional costs estimated not to exceed \$24,763.10; and

WHEREAS, the Parties desire to amend the Agreement to add additional services, specifically tasks 4.1A and 4.2A; and

WHEREAS, on March 26, 2019 the Parties executed an Amendment No. 1 to extend the period of performance through September 30, 2019; and

WHEREAS, the Parties desire to further extend the Agreement from the current expiration date of September 30, 2019 to **December 31, 2019**; and

WHEREAS, to reflect the Parties desired amendments Exhibit B is being deleted and replaced in its entirety and the Statement of Work is being deleted and replaced in its entirety as Exhibit A2.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONSULTANT agree to amend the Agreement as follows:

1. **Amendment.** Sections 4.1A and 4.2A are added to the Exhibit A Statement of Work as shown in Exhibit A2 attached hereto and incorporated herein by reference.
2. **Amendment.** Exhibit B is deleted and replaced in its entirety as attached hereto and incorporated herein by reference.
3. **Amendment.** Section 4, Performance Period, subsection “A” is deleted in its entirety and replaced with:

This contract shall go into effect on January 16 2019, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on December 31, 2019, unless extended by contract amendment or unless earlier terminated.

4. **Amendment.** Exhibit B, Attachment B1, to the Agreement, is supplemented by Attachment B2 attached hereto and incorporated herein by reference.

5. **Ratifications.** The terms and provisions set forth the in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth the in the Amendment No. 1 and Agreement. The terms and provisions of the Amendment No. 1 and Agreement, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.
6. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

This Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Drake Haglan & Associates, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_

Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_

Steve Lavagnino, Chair  
Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Public Works

By: \_\_\_\_\_

Scott D. McGolpin  
Director of Public Works

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_

Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By: \_\_\_\_\_

This Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Drake Haglan & Associates, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**CONTRACTOR:**  
Drake Haglan and Associates

By: 

Name: KEVIN ROSS

Title: PRINCIPAL ENGINEER

## **EXHIBIT A2**

### **STATEMENT OF WORK**

#### **Task 4.1A: Independent Design Check – Second Amendment**

After the 65% design check, the proposed design was modified to make the connection of the columns to the superstructure fixed instead of pinned.

CONSULTANT shall update the independent design check to reflect the structure as modified and shown in the plans titled “100% Bridge Plans – May 3, 2019”. The updated check shall include re-running the superstructure, substructure, and seismic models with the stiffer fixed connection at the column tops. The updated check shall also include the additional required checks for fixed top columns that are not required for pinned top columns such as bent cap joint shear, longitudinal capacity protection of the superstructure, etc. A comment resolution matrix shall be prepared so the design and check can be coordinated and reconciled between the County and their consultants. A registered civil engineer licensed in the State of California will sign and stamp the independent structural design calculations.

#### **Task 4.2A: Independent Quantity Check – Second Amendment**

CONSULTANT shall update the independent quantity check to reflect the structure as modified and shown in the plans titled “100% Bridge Plans – May 3, 2019”. The updated quantity check shall include updating the quantities in the superstructure and substructure. The major changes are anticipated to be in the structural concrete and rebar quantities due to the change to fixed column top connections. A comment resolution matrix shall be prepared so the design and check can be coordinated and reconciled between the County and their consultants. A registered civil engineer licensed in the State of California will sign and stamp the independent structural quantity calculations.

## EXHIBIT B

### **PAYMENT ARRANGEMENTS Actual Cost Plus Fixed Fee**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$8,984.27. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 28 Termination.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be emailed to COUNTY's Contract Administrator and Accounts Payable at the following address:

Contract Administrator: [Bensel@cosbpw.net](mailto:Bensel@cosbpw.net)

Accounts Payable: [PWRoadsPayables@cosbpw.net](mailto:PWRoadsPayables@cosbpw.net)

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$98,867.61.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts shall contain the above provisions.

**Hours Breakdown (Original)**

| Scope of Work Task |                            | DHA Staff |          |                         |          |          |                         |          |                           |          |                          |          |          |         | DHA Total | DHA Total w/o Escalation | Escalation  | DHA Total w/ Escalation |                         |
|--------------------|----------------------------|-----------|----------|-------------------------|----------|----------|-------------------------|----------|---------------------------|----------|--------------------------|----------|----------|---------|-----------|--------------------------|-------------|-------------------------|-------------------------|
|                    |                            | Kevin     | Matt     | Matt (Amendment 2 Rate) | Ted      | Jenn     | Jenn (Amendment 2 Rate) | Austin   | Austin (Amendment 2 Rate) | Brett    | Brett (Amendment 2 Rate) | Tony     | Joe      | Kyle    |           |                          |             |                         | Kyle (Amendment 2 Rate) |
| 1.1                | PM                         | \$259.85  | \$160.73 | \$171.45                | \$160.73 | \$147.34 | \$155.37                | \$139.30 | \$141.98                  | \$139.30 | \$141.98                 | \$192.07 | \$123.23 | \$83.04 | \$93.76   | 18                       | \$2,893.14  | \$57.86                 | \$2,951.00              |
| 1.2                | QA/OC                      | 4         | 4        |                         |          |          |                         |          |                           |          |                          |          |          |         |           | 8                        | \$1,682.31  | \$33.65                 | \$1,715.95              |
| 1.3                | KO Meeting                 |           | 2        |                         |          |          |                         |          |                           |          |                          |          |          |         |           | 2                        | \$321.46    | \$6.43                  | \$327.89                |
| 2.1                | Prelim Coord               |           | 1        |                         |          |          |                         | 1        |                           | 1        |                          |          |          |         |           | 4                        | \$586.66    | \$11.73                 | \$598.40                |
| 3.1                | Plan Check                 |           | 4        |                         | 8        | 8        |                         | 8        |                           | 8        |                          |          |          |         |           | 36                       | \$5,336.23  | \$106.72                | \$5,442.95              |
| 4.1                | Design Check               |           | 8        |                         |          | 88       |                         | 104      |                           | 104      |                          | 8        | 16       | 40      |           | 368                      | \$50,055.55 | \$1,001.11              | \$51,056.66             |
| 4.1A               | Independent Design Check   |           |          |                         |          |          |                         |          |                           |          |                          |          |          |         |           | 0                        | \$0.00      | \$0.00                  | \$0.00                  |
| 4.2                | Quantity Check             |           | 2        |                         |          |          |                         |          |                           |          |                          | 16       |          | 60      |           | 78                       | \$7,275.70  | \$145.51                | \$7,421.22              |
| 4.2A               | Independent Quantity Check |           |          |                         |          |          |                         |          |                           |          |                          |          |          |         |           | 0                        | \$0.00      | \$0.00                  | \$0.00                  |
| 4.3                | Spec Check                 |           | 20       |                         | 8        |          |                         |          |                           |          |                          |          |          |         |           | 28                       | \$4,500.43  | \$90.01                 | \$4,590.44              |
| Total Hours:       |                            | 4         | 59       | 0                       | 16       | 97       | 0                       | 113      | 0                         | 113      | 0                        | 8        | 32       | 100     | 0         | 542                      | \$72,651.48 | \$1,453.03              | \$74,104.51             |



**Hours Breakdown (Amendment 2)**

| <u>Scope of Work Task</u> |                            | <u>DHA Staff</u> |          |                         |          |          |                         |          |                           |          |                          |          |          |         | <u>DHA Total</u> | <u>DHA Total w/o Escalation</u> | <u>Escalation</u> | <u>DHA Total w/ Escalation</u> |                         |
|---------------------------|----------------------------|------------------|----------|-------------------------|----------|----------|-------------------------|----------|---------------------------|----------|--------------------------|----------|----------|---------|------------------|---------------------------------|-------------------|--------------------------------|-------------------------|
|                           |                            | Kevin            | Matt     | Matt (Amendment 2 Rate) | Ted      | Jenn     | Jenn (Amendment 2 Rate) | Austin   | Austin (Amendment 2 Rate) | Brett    | Brett (Amendment 2 Rate) | Tony     | Joe      | Kyle    |                  |                                 |                   |                                | Kyle (Amendment 2 Rate) |
| 1.1                       | PM                         | \$259.85         | \$160.73 | \$171.45                | \$160.73 | \$147.34 | \$155.37                | \$139.30 | \$141.98                  | \$139.30 | \$141.98                 | \$192.07 | \$123.23 | \$83.04 | \$93.76          | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 1.2                       | QA/OC                      |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 1.3                       | KO Meeting                 |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 2.1                       | Prelim Coord               |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 3.1                       | Plan Check                 |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 4.1                       | Design Check               |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 4.1A                      | Independent Design Check   |                  |          | 9                       |          |          | 30                      |          | 64                        |          | 40                       |          |          |         |                  | 143                             | \$20,969.88       | \$0.00                         | \$20,969.88             |
| 4.2                       | Quantity Check             |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| 4.2A                      | Independent Quantity Check |                  |          | 9                       |          |          |                         |          |                           |          |                          |          |          |         | 24               | 33                              | \$3,793.22        | \$0.00                         | \$3,793.22              |
| 4.3                       | Spec Check                 |                  |          |                         |          |          |                         |          |                           |          |                          |          |          |         |                  | 0                               | \$0.00            | \$0.00                         | \$0.00                  |
| <b>Total Hours:</b>       |                            | 0                | 0        | 18                      | 0        | 0        | 30                      | 0        | 64                        | 0        | 40                       | 0        | 0        | 0       | 24               | 176                             | \$24,763.10       | \$0.00                         | \$24,763.10             |

**Hours Breakdown (Original + Amendment 2)**

| <u>Scope of Work Task</u> |                            | <u>DHA Staff</u> |           |                         |           |           |                         |            |                           |            |                          |          |           |            | <u>DHA Total</u> | <u>DHA Total w/o Escalation</u> | <u>Escalation</u>  | <u>DHA Total w/ Escalation</u> |                         |
|---------------------------|----------------------------|------------------|-----------|-------------------------|-----------|-----------|-------------------------|------------|---------------------------|------------|--------------------------|----------|-----------|------------|------------------|---------------------------------|--------------------|--------------------------------|-------------------------|
|                           |                            | Kevin            | Matt      | Matt (Amendment 2 Rate) | Ted       | Jenn      | Jenn (Amendment 2 Rate) | Austin     | Austin (Amendment 2 Rate) | Brett      | Brett (Amendment 2 Rate) | Tony     | Joe       | Kyle       |                  |                                 |                    |                                | Kyle (Amendment 2 Rate) |
| 1.1                       | PM                         | \$259.85         | \$160.73  | \$171.45                | \$160.73  | \$147.34  | \$155.37                | \$139.30   | \$141.98                  | \$139.30   | \$141.98                 | \$192.07 | \$123.23  | \$83.04    | \$93.76          | 18                              | \$2,893.14         | \$57.86                        | \$2,951.00              |
| 1.2                       | QA/QC                      | 4                | 4         |                         |           |           |                         |            |                           |            |                          |          |           |            |                  | 8                               | \$1,682.31         | \$33.65                        | \$1,715.95              |
| 1.3                       | KO Meeting                 |                  | 2         |                         |           |           |                         |            |                           |            |                          |          |           |            |                  | 2                               | \$321.46           | \$6.43                         | \$327.89                |
| 2.1                       | Prelim Coord               |                  | 1         |                         |           |           |                         | 1          |                           | 1          |                          |          |           |            |                  | 4                               | \$586.66           | \$11.73                        | \$598.40                |
| 3.1                       | Plan Check                 |                  | 4         |                         | 8         | 8         |                         | 8          |                           | 8          |                          |          |           |            |                  | 36                              | \$5,336.23         | \$106.72                       | \$5,442.95              |
| 4.1                       | Design Check               |                  | 8         |                         |           | 88        |                         | 104        |                           | 104        |                          | 8        | 16        | 40         |                  | 368                             | \$50,055.55        | \$1,001.11                     | \$51,056.66             |
| 4.1A                      | Independent Design Check   |                  |           | 9                       |           |           |                         |            | 64                        |            |                          |          |           |            |                  | 143                             | \$20,969.88        | \$0.00                         | \$20,969.88             |
| 4.2                       | Quantity Check             |                  | 2         |                         |           |           |                         |            |                           |            |                          |          | 16        | 60         |                  | 78                              | \$7,275.70         | \$145.51                       | \$7,421.22              |
| 4.2A                      | Independent Quantity Check |                  |           | 9                       |           |           |                         |            |                           |            |                          |          |           |            | 24               | 33                              | \$3,793.22         | \$0.00                         | \$3,793.22              |
| 4.3                       | Spec Check                 |                  | 20        |                         | 8         |           |                         |            |                           |            |                          |          |           |            |                  | 28                              | \$4,500.43         | \$90.01                        | \$4,590.44              |
| <b>Total Hours:</b>       |                            | <b>4</b>         | <b>59</b> | <b>18</b>               | <b>16</b> | <b>97</b> | <b>30</b>               | <b>113</b> | <b>64</b>                 | <b>113</b> | <b>40</b>                | <b>8</b> | <b>32</b> | <b>100</b> | <b>24</b>        | <b>718</b>                      | <b>\$97,414.58</b> | <b>\$1,453.03</b>              | <b>\$98,867.61</b>      |

**EXHIBIT 10-H1 COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE CONTRACT**  
(ENGINEERING SERVICES) (ORIGINAL)

Note: Mark-ups are Not Allowed

Consultant: Drake Haglan and Associates       Prime Consultant       Subconsultant       2nd Tier Subconsultant  
Project No. NBIL-(512)      Contract No. County Project #: 862339      Date: 6/18/2019

**Direct Labor**

| Classification/Title            | Name                       | Hours        | Actual Hourly Rate | Total              |
|---------------------------------|----------------------------|--------------|--------------------|--------------------|
| Principal Engineer              | Kevin Ross *               | 4.0          | \$97.00            | \$388.00           |
| Senior Engineer, Range A        | Matthew Burgard *          | 59.0         | \$60.00            | \$3,540.00         |
| Senior Engineer, Range A        | Matthew Burgard *†         | 0.0          | \$64.00            | \$0.00             |
| Construction Inspector (Senior) | Robert Schieberl           | 16.0         | \$60.00            | \$960.00           |
| Engineer, Range C               | Jennifer Grant-Martinez *  | 97.0         | \$55.00            | \$5,335.00         |
| Engineer, Range C               | Jennifer Grant-Martinez *† | 0.0          | \$58.00            | \$0.00             |
| Engineer, Range C               | Austin Prince *            | 113.0        | \$52.00            | \$5,876.00         |
| Engineer, Range C               | Austin Prince *†           | 0.0          | \$53.00            | \$0.00             |
| Engineer, Range B               | Brett Schoppe *            | 113.0        | \$52.00            | \$5,876.00         |
| Engineer, Range B               | Brett Schoppe *†           | 0.0          | \$53.00            | \$0.00             |
| Senior Engineer, Range C        | Anthony Dubovik II         | 8.0          | \$71.70            | \$573.60           |
| Engineer, Range A               | Joseph DeMartini           | 32.0         | \$46.00            | \$1,472.00         |
| Assistant Engineer, Range A     | Kyle Lundblom              | 100.0        | \$31.00            | \$3,100.00         |
| Assistant Engineer, Range A     | Kyle Lundblom †            | 0.0          | \$35.00            | \$0.00             |
| <b>Total</b>                    |                            | <b>542.0</b> | <b>---</b>         | <b>\$27,120.60</b> |

Note: † indicates the Amendment 2 rate (2019 actual Direct Labor Rates)

**LABOR COSTS**

|  |                    |
|--|--------------------|
| a) Subtotal Direct Labor Costs               | \$27,120.60        |
| b) Anticipated Salary Increases (see Note 3) | \$542.41           |
| <b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b> | <b>\$27,663.01</b> |

**INDIRECT COSTS**

|  |        |                                      |                    |
|--|--------|--------------------------------------|--------------------|
| d) Fringe Benefits (Rate):                         | 55.37% | e) Total Fringe Benefits [(c) × (d)] | \$15,317.01        |
| f) Overhead (Rate):                                | 88.06% | g) Overhead [(c) × (f)]              | \$24,360.05        |
| h) General and Administrative (Rate):              | 0.00%  | i) Gen & Admin [(c) × (h)]           | \$0.00             |
| <b>j) INDIRECT COSTS BEFORE FCCM [(e)+(g)+(i)]</b> |        |                                      | <b>\$39,677.06</b> |

**FIXED FEE**

|  |            |                   |         |
|--|------------|-------------------|---------|
| <b>k) TOTAL FIXED PROFIT [(c) + (j)] × Fixed Fee</b> | <b>10%</b> | <b>\$6,734.01</b> |         |
| l) Facilities Capital Cost of Money (Rate):          | 0.11%      | FCCM [(c) × (l)]  | \$30.43 |

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

| Description                                     | Quantity   | Unit | Unit Cost | Total         |
|---|------------|------|-----------|---------------|
| Outside Vendor Printing & Reproduction (Note 5) |            |      |           |               |
| U.S. Mail                                       |            |      |           |               |
| Overnight Mail Service                          |            |      |           |               |
| Personal Vehicle                                | <b>N/A</b> |      |           |               |
| Rental Vehicle & Gas                            |            |      |           |               |
| Tolls & Parking                                 |            |      |           |               |
| Per Diem (At Current GSA Rate)                  |            |      |           |               |
| Research Fees                                   |            |      |           |               |
| EDR Record Search                               |            |      |           |               |
| Cultural Record Search                          |            |      |           |               |
| Trimble Rental                                  |            |      |           |               |
| <b>l) TOTAL OTHER DIRECT COSTS</b>              |            |      |           | <b>\$0.00</b> |

**SUBCONSULTANT'S COSTS (add additional pages if necessary)**

|  |            |  |               |
|--|------------|--|---------------|
| Subconsultant 1:   | <b>N/A</b> |  |               |
| Subconsultant 2:   |            |  |               |
| Subconsultant 3:   |            |  |               |
| <b>m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS</b>                                   |            |  | <b>\$0.00</b> |
| <b>n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)]</b> |            |  | <b>\$0.00</b> |

**TOTAL COST [(c) + (j) + (k) + (i) + (n)]**      **\$74,104.51**

**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 fixed for the duration of the contract.
- Anticipated salary increases from the original contract are set at 2%. Salary increases from the original contract are included to account for 2019 rates since work will be performed in 2019. No salary increases are included in the work for Amendment 2 since Amendment 2 uses actual 2019 Direct Labor Rates.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

**EXHIBIT 10-H1 COST PROPOSAL  
ACTUAL COST-PLUS-FIXED FEE CONTRACT  
(ENGINEERING SERVICES) (AMENDMENT 2)**

Note: Mark-ups are Not Allowed

Consultant: Drake Haglan and Associates       Prime Consultant       Subconsultant       2nd Tier Subconsultant  
 Project No. NBIL-(512)      Contract No. County Project #: 862339      Date: 6/18/2019

**Direct Labor**

| Classification/Title            | Name                       | Hours | Actual Hourly Rate | Total      |
|---------------------------------|----------------------------|-------|--------------------|------------|
| Principal Engineer              | Kevin Ross *               | 0.0   | \$97.00            | \$0.00     |
| Senior Engineer, Range A        | Matthew Burgard *          | 0.0   | \$60.00            | \$0.00     |
| Senior Engineer, Range A        | Matthew Burgard *†         | 18.0  | \$64.00            | \$1,152.00 |
| Construction Inspector (Senior) | Robert Schieberl           | 0.0   | \$60.00            | \$0.00     |
| Engineer, Range C               | Jennifer Grant-Martinez *  | 0.0   | \$55.00            | \$0.00     |
| Engineer, Range C               | Jennifer Grant-Martinez *† | 30.0  | \$58.00            | \$1,740.00 |
| Engineer, Range C               | Austin Prince *            | 0.0   | \$52.00            | \$0.00     |
| Engineer, Range C               | Austin Prince *†           | 64.0  | \$53.00            | \$3,392.00 |
| Engineer, Range B               | Brett Schoppe *            | 0.0   | \$52.00            | \$0.00     |
| Engineer, Range B               | Brett Schoppe *†           | 40.0  | \$53.00            | \$2,120.00 |
| Senior Engineer, Range C        | Anthony Dubovik II         | 0.0   | \$71.70            | \$0.00     |
| Engineer, Range A               | Joseph DeMartini           | 0.0   | \$46.00            | \$0.00     |
| Assistant Engineer, Range A     | Kyle Lundblom              | 0.0   | \$31.00            | \$0.00     |
| Assistant Engineer, Range A     | Kyle Lundblom †            | 24.0  | \$35.00            | \$840.00   |
| <b>Total</b>                    |                            |       | 176.0              | \$9,244.00 |

Note: † indicates the Amendment 2 rate (2019 actual Direct Labor Rates)

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$9,244.00  
 b) Anticipated Salary Increases (see Note 3) \$0.00  
**c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$9,244.00**

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 55.37%      e) Total Fringe Benefits [(c) × (d)] \$5,118.40  
 f) Overhead (Rate): 88.06%      g) Overhead [(c) × (f)] \$8,140.27  
 h) General and Administrative (Rate): 0.00%      i) Gen & Admin [(c) × (h)] \$0.00  
**j) INDIRECT COSTS BEFORE FCCM [(e)+(g)+(i)] \$13,258.67**

**FIXED FEE**

k) TOTAL FIXED PROFIT [(c) + (j)] × Fixed Fee 10%      \$2,250.27  
 l) Facilities Capital Cost of Money (Rate): 0.11%      FCCM [(c) × (l)] \$10.17

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

| Description                                     | Quantity   | Unit | Unit Cost | Total         |
|---|------------|------|-----------|---------------|
| Outside Vendor Printing & Reproduction (Note 5) |            |      |           |               |
| U.S. Mail                                       |            |      |           |               |
| Overnight Mail Service                          |            |      |           |               |
| Personal Vehicle                                | <b>N/A</b> |      |           |               |
| Rental Vehicle & Gas                            |            |      |           |               |
| Tolls & Parking                                 |            |      |           |               |
| Per Diem (At Current GSA Rate)                  |            |      |           |               |
| Research Fees                                   |            |      |           |               |
| EDR Record Search                               |            |      |           |               |
| Cultural Record Search                          |            |      |           |               |
| Trimble Rental                                  |            |      |           |               |
| <b>l) TOTAL OTHER DIRECT COSTS</b>              |            |      |           | <b>\$0.00</b> |

**SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: N/A  
 Subconsultant 2: N/A  
 Subconsultant 3: N/A  
**m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS \$0.00**  
**n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$0.00**

**TOTAL COST [(c) + (j) + (k) + (i) + (n)] \$24,763.10**

**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 fixed for the duration of the contract.
- Anticipated salary increases from the original contract are set at 2%. Salary increases from the original contract are included to account for 2019 rates since work will be performed in 2019. No salary increases are included in the work for Amendment 2 since Amendment 2 uses actual 2019 Direct Labor Rates.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

**EXHIBIT 10-H1 COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE CONTRACT**  
(ENGINEERING SERVICES) (ORIGINAL + AMENDMENT 2)

Note: Mark-ups are Not Allowed

Consultant: Drake Haglan and Associates       Prime Consultant       Subconsultant       2nd Tier Subconsultant  
Project No. NBIL-(512)      Contract No. County Project #: 862339      Date: 6/18/2019

**Direct Labor**

| Classification/Title            | Name                       | Hours        | Actual Hourly Rate | Total              |
|---------------------------------|----------------------------|--------------|--------------------|--------------------|
| Principal Engineer              | Kevin Ross *               | 4.0          | \$97.00            | \$388.00           |
| Senior Engineer, Range A        | Matthew Burgard *          | 59.0         | \$60.00            | \$3,540.00         |
| Senior Engineer, Range A        | Matthew Burgard *†         | 18.0         | \$64.00            | \$1,152.00         |
| Construction Inspector (Senior) | Robert Schieberl           | 16.0         | \$60.00            | \$960.00           |
| Engineer, Range C               | Jennifer Grant-Martinez *  | 97.0         | \$55.00            | \$5,335.00         |
| Engineer, Range C               | Jennifer Grant-Martinez *† | 30.0         | \$58.00            | \$1,740.00         |
| Engineer, Range C               | Austin Prince *            | 113.0        | \$52.00            | \$5,876.00         |
| Engineer, Range C               | Austin Prince *†           | 64.0         | \$53.00            | \$3,392.00         |
| Engineer, Range B               | Brett Schoppe *            | 113.0        | \$52.00            | \$5,876.00         |
| Engineer, Range B               | Brett Schoppe *†           | 40.0         | \$53.00            | \$2,120.00         |
| Senior Engineer, Range C        | Anthony Dubovik II         | 8.0          | \$71.70            | \$573.60           |
| Engineer, Range A               | Joseph DeMartini           | 32.0         | \$46.00            | \$1,472.00         |
| Assistant Engineer, Range A     | Kyle Lundblom              | 100.0        | \$31.00            | \$3,100.00         |
| Assistant Engineer, Range A     | Kyle Lundblom †            | 24.0         | \$35.00            | \$840.00           |
| <b>Total</b>                    |                            | <b>718.0</b> | <b>---</b>         | <b>\$36,364.60</b> |

Note: † indicates the Amendment 2 rate (2019 actual Direct Labor Rates)

**LABOR COSTS**

|  |                    |
|--|--------------------|
| a) Subtotal Direct Labor Costs               | \$36,364.60        |
| b) Anticipated Salary Increases (see Note 3) | \$542.41           |
| <b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b> | <b>\$36,907.01</b> |

**INDIRECT COSTS**

|  |        |                                      |                    |
|--|--------|--------------------------------------|--------------------|
| d) Fringe Benefits (Rate):                         | 55.37% | e) Total Fringe Benefits [(c) × (d)] | \$20,435.41        |
| f) Overhead (Rate):                                | 88.06% | g) Overhead [(c) × (f)]              | \$32,500.31        |
| h) General and Administrative (Rate):              | 0.00%  | i) Gen & Admin [(c) × (h)]           | \$0.00             |
| <b>j) INDIRECT COSTS BEFORE FCCM [(e)+(g)+(i)]</b> |        |                                      | <b>\$52,935.73</b> |

**FIXED FEE**

|  |            |                   |         |
|--|------------|-------------------|---------|
| <b>k) TOTAL FIXED PROFIT [(c) + (j)] × Fixed Fee</b> | <b>10%</b> | <b>\$8,984.27</b> |         |
| l) Facilities Capital Cost of Money (Rate):          | 0.11%      | FCCM [(c) × (l)]  | \$40.60 |

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

| Description                                     | Quantity   | Unit | Unit Cost | Total         |
|---|------------|------|-----------|---------------|
| Outside Vendor Printing & Reproduction (Note 5) |            |      |           |               |
| U.S. Mail                                       |            |      |           |               |
| Overnight Mail Service                          |            |      |           |               |
| Personal Vehicle                                | <b>N/A</b> |      |           |               |
| Rental Vehicle & Gas                            |            |      |           |               |
| Tolls & Parking                                 |            |      |           |               |
| Per Diem (At Current GSA Rate)                  |            |      |           |               |
| Research Fees                                   |            |      |           |               |
| EDR Record Search                               |            |      |           |               |
| Cultural Record Search                          |            |      |           |               |
| Trimble Rental                                  |            |      |           |               |
| <b>l) TOTAL OTHER DIRECT COSTS</b>              |            |      |           | <b>\$0.00</b> |

**SUBCONSULTANT'S COSTS (add additional pages if necessary)**

|  |            |  |               |
|--|------------|--|---------------|
| Subconsultant 1:   | <b>N/A</b> |  |               |
| Subconsultant 2:   |            |  |               |
| Subconsultant 3:   |            |  |               |
| <b>m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS</b>                                   |            |  | <b>\$0.00</b> |
| <b>n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)]</b> |            |  | <b>\$0.00</b> |

**TOTAL COST [(c) + (j) + (k) + (i) + (n)]**      **\$98,867.61**

**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.
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- Anticipated salary increases from the original contract are set at 2%. Salary increases from the original contract are included to account for 2019 rates since work will be performed in 2019. No salary increases are included in the work for Amendment 2 since Amendment 2 uses actual 2019 Direct Labor Rates.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.