

YOLO COUNTY AGREEMENT NO. _____

(Amendment 1 to Agreement No. 18-164 with Mark Thomas & Company, Inc. relating to
Bridge Design Services, to revise the scope and increase the maximum compensation)

THIS FIRST AMENDMENT to Agreement No. 18-164 (“First Amendment”) is made and entered into this 11th day of July, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Mark Thomas & Company, Inc., a California corporation (“Contractor”), who agree as follows.

WHEREAS, on or about July 10, 2018, the parties entered into an Agreement for Contractor to provide surveying, bridge design, and environmental services to the County for three bridge projects (Yolo County Agreement No. 18-164); and

WHEREAS, the County Road 96 over Dry Slough Bridge Replacement Project was recently approved by the California Department of Transportation (Caltrans) to proceed into the right of way phase in March 2023, and thus requires right of way acquisition services that were not included in the original Agreement for which Contractor will be subcontracting to provide, and the other bridge replacement projects in the Agreement on County Road 96 over Union School Slough, and County Road 49 over Hamilton Creek, are also nearing the right of way phase, and require such right of way acquisition services; and

WHEREAS, an additional amount of environmental coordination will be required due to changes made to the California Environmental Quality Act guidelines since 2018, and to transitioning to using the recently adopted Yolo County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) for environmental mitigation in project Task 5; and

WHEREAS, the parties wish to amend the Agreement to include these additional efforts for the three bridge replacement projects on County Road 96 over Union School Slough, County Road 96 over Dry Slough, and County Road 49 over Hamilton Creek and to adjust the consultant hourly rates for the additional project work, resulting in a \$313,644.21 increase in the total compensation authorized by Agreement No. 18-164.

NOW, THEREFORE, the County and Contractor agree as follows:

1. Paragraph **I.A** of Agreement No. 18-164 is hereby amended as follows:

For “County Road 96 Bridge Replacement over Union School Slough:”

Add "Task 13: Amendment 1 work activities \$119,418"

Replace “Subtotal for Tasks 1-12...” with the following:

**Subtotal for Tasks 1 – 13, Anticipated Salary Increases, and
Other Direct Costs, for CR 96 Bridge Replacement over Union
School Slough not to exceed the amount of: \$543,212**

For "County Road 96 Bridge Replacement over Dry Slough:"

Add "Task 13: Amendment 1 work activities" \$73,636"

Replace "Subtotal for Tasks 1-12..." with the following:

"Subtotal for Tasks 1 – 13, Anticipated Salary Increases, and Other Direct Costs, for CR 96 Bridge Replacement over Dry Slough not to exceed the amount of: \$509,057"

For "County Road 49 Bridge Replacement over Hamilton Creek:"

Add "Task 13: Amendment 1 work activities" \$120,590"

Replace "Subtotal for Tasks 1-12..." with the following:

"Subtotal for Tasks 1 – 13, Anticipated Salary Increases, and Other Direct Costs, for CR 49 Bridge Replacement over Hamilton Creek not to exceed the amount of: \$539,639"

2. Paragraph I.C of Agreement No. 18-164 is hereby amended as follows to add a new Exhibit E to the exhibit list:

Add "Exhibit E – Agreement Amendment 1 Scope of Services"

3. Paragraph III,A of Agreement No. 18-164 is hereby amended as follows:

For the services described in Articles I and II, above as each specified subtask is completed, and subject to the condition that the specified task has been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated the amount for each subtask set forth in Article I or for each item of work or service shown on an approved WPF in accordance with the hourly rates and fees in Exhibit C, or Exhibit E whichever results in the lesser amount. The total amount by County including the fixed fee shall not exceed \$1,591,908.

4. Paragraph IV.B of Agreement No. 18-164 is hereby amended as follows:

Contractor will be reimbursed for the initial actual hourly rate of staff, at the rate listed in Exhibit C, or Exhibit E subject to modifications as defined in Paragraph H of this section.

5. Paragraph IV.C of Agreement No. 18-164 is hereby amended as follows:

Replace the first sentence with the following:

"In addition to the allowable incurred costs, County will pay Contractor a fixed fee of \$93,377.43, as shown in Exhibit C and Exhibit E."

6. Paragraph **IV.H** of Agreement No. 18-164 is hereby amended as follows:

Starting July 1, 2019 and annually on July 1st thereafter, during each subsequent year of the term, the Initial Hourly Rates shown in Exhibit C (Professional Labor Rates, Caltrans Exhibit 10-H) may be adjusted, as may be agreed to in writing by the Director. Commencing August 1, 2023, the hourly rates shall be those set forth in Exhibits C or E, as applicable per the identified task. The 2023 rates in Exhibits C and E may be adjusted as agreed to in writing by the County Director of Public Works annually starting July 1, 2024, subject to the maximum compensation set forth in Paragraph III.A as amended herein. In no case shall the direct hourly rates increase by more than the percent change in the National deflator index for State and Local Purchases as reported by the California Department of Finance for the previous calendar year, or two percent (2%) in any given calendar year, whichever is less. Contractor shall request such annual adjustment by May 15th, and shall provide payroll records to County along with any request made for hourly rate adjustments, to demonstrate that direct labor costs have increased by the proposed adjustment.

7. Except as specifically provided in this First Amendment, Agreement No. 18-164 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

CONTRACTOR:

By: 
R. Matt Brogan, Vice President

COUNTY OF YOLO:

By: _____
Oscar E. Villegas, Chair
Board of Supervisors

Approved As To Form:
Philip J. Pogledich, County Counsel

By: 
Kimberly E. Hood, Assistant County Counsel

EXHIBIT E



MARK THOMAS

May 25, 2023

Mr. Mark Christison
Yolo County
292 West Beamer Street
Woodland, CA 95695-2598

File: SA-18139

RE: THREE BRIDGES (CR 96 & CR 49) – AM #1 REQUEST

Dear Mr. Christison:

Please find the attached scopes of work and fee proposals for preparation of plats and legals, right of way services, and additional environmental efforts for the Three Bridges project. Bender Rosenthal will be added to the contract to conduct the right of way services and their appropriate documentation is attached for approval.

Should you have any questions, please don't hesitate to contact me (916) 403-5740.

Sincerely,

MARK THOMAS

Victor Sherby
Project Manager

Attachments



SCOPE OF WORK

COUNTY ROAD 49 OVER HAMILTON CREEK

Legal Description & Plats

Based on a preliminary boundary survey completed by Mark Thomas in October of 2018, Mark Thomas will analyze Preliminary Title Reports (PTR) for parcels identified for acquisition (permanent & temporary). Mark Thomas will plot all encumbrances and exception discovered in the PTRs. It is assumed the county will provide up to four (4) PTRs for the impacted parcels listed below. If property and right of way information is discovered that has been updated or subsequently altered since the 2018 boundary survey, additional field ties will be completed to update the right of way. Mark Thomas has allocated 1 day (8 hours) of field crew mobilization for field ties.

Mark Thomas will prepare up to eight (8) legal descriptions with 8-1/2" x 11" plats for the following parcels identified by Assessor Parcel Number along with acquisition type.

- 060-090-003 Acquisition & Temporary Construction Easement
- 060-090-010 Acquisition & Temporary Construction Easement
- 060-090-007 Acquisition & Temporary Construction Easement
- 060-090-006 Acquisition & Temporary Construction Easement

A draft of each legal description will be submitted to the County for review and comments. The legal description and plats will be stamped and signed only after County approval.

DELIVERABLES

- Eight (8) Plat & Legal Descriptions

ASSUMPTIONS & EXCLUSIONS

- All access to the site, road and canal will be provided by the County.
- Right of way flagging and "show me" stakes is not included.
- No Record of Survey is included in this SOW
- No Monument Preservation is included in this SOW

COUNTY ROAD 96 OVER UNION SCHOOL SLOUGH

Legal Description & Plats

Based on a preliminary boundary survey completed by Mark Thomas in October of 2018, Mark Thomas will analyze Preliminary Title Reports (PTR) for parcels identified for acquisition (permanent & temporary). Mark Thomas will plot all encumbrances and exception discovered in the PTRs. It is assumed the county will provide up to four (4) PTRs for the impacted parcels listed below. If property and right of way information is discovered that has been updated or subsequently altered since the 2018 boundary survey, additional field ties will be completed to update the right of way. Mark Thomas has allocated 1 day (8 hours) of field crew mobilization for field ties.

Mark Thomas will prepare up to nine (9) legal descriptions with 8-1/2" x 11" plats for the following parcels identified by Assessor Parcel Number along with acquisition type.

- 040-180-013 Acquisition & Temporary Construction Easement
- 040-180-012 Acquisition & Temporary Construction Easement
- 040-170-001 Acquisition (1), Acquisition (2) & Temporary Construction Easement
- 040-170-003 Acquisition & Temporary Construction Easement

A draft of each legal description will be submitted to the County for review and comments. The legal description and plats will be stamped and signed only after County approval.

DELIVERABLES

- Nine (9) Plat & Legal Descriptions

ASSUMPTIONS & EXCLUSIONS

- All access to the site, road and canal will be provided by the County.
- Right of way flagging and "show me" stakes is not included.
- No Record of Survey is included in this SOW
- No Monument Preservation is included in this SOW

COUNTY ROAD 96 OVER DRY SLOUGH

Legal Description & Plats

Based on a preliminary boundary survey completed by Mark Thomas in October of 2018, Mark Thomas will analyze Preliminary Title Reports (PTR) for parcels identified for acquisition (permanent & temporary). Mark Thomas will plot all encumbrances and exception discovered in the PTRs. It is assumed the county will provide up to two (2) PTRs for the impacted parcels listed below. If property and right of way information is discovered that has been updated or subsequently altered since the 2018 boundary survey, additional field ties will be completed to update the right of way. Mark Thomas has allocated 1 day (8 hours) of field crew mobilization for field ties.

Mark Thomas will prepare up to four (4) legal descriptions with 8-1/2" x 11" plats for the following parcels identified by Assessor Parcel Number along with acquisition type.

- 037-010-028 Acquisition & Temporary Construction Easement
- 037-010-035 Acquisition & Temporary Construction Easement

A draft of each legal description will be submitted to the County for review and comments. The legal description and plats will be stamped and signed only after County approval.

DELIVERABLES

- Four (4) Plat & Legal Descriptions

ASSUMPTIONS & EXCLUSIONS

- All access to the site, road and canal will be provided by the County.
- Right of way flagging and "show me" stakes is not included.
- No Record of Survey is included in this SOW
- No Monument Preservation is included in this SOW

April 7, 2023

Julie Passalacqua, PE
Structures Division Manager & Associate
Mark Thomas
701 University Avenue, Suite 200
Sacramento, CA 95825

ORIGINAL BY EMAIL:
jpassalacqua@markthomas.com

**RE: RIGHT OF WAY SERVICES SCOPE OF WORK & FEE: THREE (3) BRIDGE REPLACEMENT PROJECTS
COUNTY ROAD 49 OVER HAMILTON CREEK BRIDGE, COUNTY ROAD 96 OVER DRY SLOUGH
BRIDGE, COUNTY ROAD 96 OVER UNION SCHOOL SLOUGH BRIDGE
COUNTY OF YOLO**

Dear Ms. Passalacqua,

Bender Rosenthal Inc. (BRI) appreciates the opportunity to submit a scope and budget to Mark Thomas (MT) for right of way services for three (3) bridge replacement projects in the County of Yolo (County), County Road 49 Over Hamilton Creek Bridge (CR 49 Hamilton), County Road 96 over Dry Slough Bridge (CR 96 Dry Slough) and County Road 96 over Union School Slough Bridge (CR 96 Union).

Based on the information and mapping provided, these projects will have the following impacts:

CR 49 Hamilton: Four (4) impacted parcels total, requiring both permanent easements and temporary construction easements.

CR 96 Dry Slough: Two (2) impacted parcels total, requiring both permanent easements and temporary construction easements.

CR 96 Union: Four (4) impacted parcels total, requiring both permanent easements and temporary construction easements.

The following outlines our scope, methodology and timeline for these projects.

SCOPE OF WORK

TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way for each project. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the project expectations with MT and the County to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

Deliverables:

- Bi-weekly updates for each project.
- Attend project meetings as required.

TASK 2A - APPRAISAL SERVICES

BRI will develop ten (10) restricted appraisals of the estimated fair market value of the rights to be acquired. The restricted appraisals will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

CR 49 Hamilton Deliverables:

- Four (4) electronic Restricted Appraisal Reports that meet all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

CR 96 Dry Slough Deliverables:

- Two (2) electronic Restricted Appraisal Reports that meet all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

CR 96 Union Deliverables:

- Four (4) electronic Restricted Appraisal Reports that meet all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 2B - APPRAISAL REVIEW SERVICES

BRI has enlisted the expertise of Sierra West Valuation Inc. (Sierra West) for Independent Appraisal Reviews. BRI has teamed with these expert reviewers previously, and as a team, BRI and Sierra West are judicious and thoughtful about developing a product that is research based, analytical and impartial. Upon completion of the review, the appraisal and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to the County for approval of Just Compensation.

CR 49 Hamilton Deliverables:

- Four (4) Independent Appraisal Review Certificates.

CR 96 Dry Slough Deliverables:

- Two (2) Independent Appraisal Review Certificates.

CR 96 Union Deliverables:

- Four (4) Independent Appraisal Review Certificates.

TASK 3 - ACQUISITION SERVICES

Upon completion of the Restricted Appraisal Reports, and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. Each offer package will be reviewed internally for quality measures.

BRI will then meet with the property owners and convey documents until acceptance or impasse is reached. BRI will contact or attempt to contact each property owner at least six (6) times within the first sixty (60) days of approval to proceed and will attempt to meet with each owner at least one (1) time in person and may make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for each parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

CR 49 Hamilton Deliverables:

- Acquisition of four (4) permanent easements and four (4) temporary construction easements.
- Completed files on each negotiation, acquisition, and project settlement.

CR 96 Dry Slough Deliverables:

- Acquisition of two (2) permanent easements and two (2) temporary construction easements.
- Completed files on each negotiation, acquisition, and project settlement.

CR 96 Union Deliverables:

- Acquisition of five (5) permanent easements and four (4) temporary construction easements.
- Completed files on each negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office if needed.

CR 49 Hamilton Deliverables:

- Four (4) Preliminary Title Reports
- Facilitate Title and Escrow support as outlined above for four (4) impacted parcels.

CR 96 Dry Slough Deliverables:

- Two (2) Preliminary Title Reports
- Facilitate Title and Escrow support as outlined above for two (2) impacted parcels.

CR 96 Union Deliverables:

- Four (4) Preliminary Title Reports
- Facilitate Title and Escrow support as outlined above for four (4) impacted parcels.

TASK 5 - RIGHT OF WAY CERTIFICATION

BRI will prepare the Right of Way Certification per Caltrans requirements.

CR 49 Hamilton Deliverables:

- One (1) final Right of Way Certification Document 13-B at certification level 1 or 2.

CR 96 Dry Slough Deliverables:

- One (1) final Right of Way Certification Document 13-B at certification level 1 or 2.

CR 96 Union Deliverables:

- One (1) final Right of Way Certification Document 13-B at certification level 1 or 2.

DELIVERY SCHEDULE

BRI proposes to deliver the Restricted Appraisals within four (4) to six (6) weeks of notice to proceed and receipt of all pertinent mapping. The Appraisal Reviews will be completed two (2) weeks thereafter, and the right of way will be acquired within sixty (60) to ninety (90) days of completion of valuation services and once BRI receives the approval to commence negotiations from the County .



FEE PROPOSAL

| APN | Restricted Appraisal Fee | Appraisal Review Fee | Acquisition Fee | Escrow Fee | Subtotals |
|---|--------------------------|----------------------|-----------------|----------------|-----------------|
| COUNTY ROAD 49 OVER HAMILTON CREEK BRIDGE | | | | | |
| 060-090-003 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 060-090-010 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 060-090-006 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 060-090-007 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| Subtotals | \$18,000 | \$7,600 | \$14,000 | \$4,800 | \$44,400 |
| Project Management (12 Hours @ \$150/hour) | | | | | \$1,800 |
| Preliminary Title Reports (4 @ \$850) | | | | | \$3,400 |
| Right of Way Certification | | | | | \$2,500 |
| Other Direct Costs | | | | | \$280 |
| TOTAL FEE | | | | | \$52,380 |
| COUNTY ROAD 96 OVER DRY SLOUGH BRIDGE | | | | | |
| 037-010-028 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 037-010-035 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| Subtotals | \$9,000 | \$3,800 | \$7,000 | \$2,400 | \$22,200 |
| Project Management (6 Hours @ \$150/hour) | | | | | \$900 |
| Preliminary Title Reports (2 @ \$850) | | | | | \$1,700 |
| Right of Way Certification | | | | | \$2,500 |
| Other Direct Costs | | | | | \$140 |
| TOTAL FEE | | | | | \$27,440 |
| COUNTY ROAD 96 OVER UNION SCHOOL SLOUGH BRIDGE | | | | | |
| 040-180-013 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 040-180-012 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 040-170-003 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| 040-170-001 | \$4,500 | \$1,900 | \$3,500 | \$1,200 | \$11,100 |
| Subtotals | \$18,000 | \$7,600 | \$14,000 | \$4,800 | \$44,400 |
| Project Management (12 Hours @ \$150/hour) | | | | | \$1,800 |
| Preliminary Title Reports (4 @ \$850) | | | | | \$3,400 |
| Right of Way Certification | | | | | \$2,500 |
| Other Direct Costs | | | | | \$280 |
| TOTAL FEE | | | | | \$52,380 |

Attached please find BRI's Caltrans 10-H1 fee proposal documents for each project containing a detailed breakdown of services, staffing and hours.

Acquisition services will be billed at the following milestones:

| MILESTONE BILLING - ACQUISITION | |
|--|---------|
| Item Description | Cost |
| Offer package sent | \$1,500 |
| Sixty (60) days or when an agreement is reached, whichever is sooner | \$1,500 |
| Final project closeout; files transmitted to the County | \$500 |

Escrow services will be billed at the following milestones:

| MILESTONE BILLING - ESCROW | |
|-----------------------------|-------|
| Item Description | Cost |
| Funds deposited into escrow | \$600 |
| Escrow Closes | \$600 |

Should you have any questions regarding this scope and fee, please reach out to Project Manager Rebekah Green at r.green@benderrosenthal.com or at (916) 978.4900, Ext. 2065.

We look forward to working with you on this project.

Sincerely,

BENDER ROSENTHAL, INC.



Renee Bauer
Chief Executive Officer

gallaway ENTERPRISES

117 Meyers Street • Suite 120 • Chico CA 95928 • 530-332-9909

Date: May 24, 2023

To: Victor Sherby, PE
Project Manager + Shareholder
(916) 403-5740 direct
vsherby@markthomas.com
MARK THOMAS

RE: Environmental Scope of Work and Fee: Three Bridge Replacement Projects – County Road 49 over Hamilton Creek Bridge, County Road 96 over Dry Slough Bridge, County Road 96 over Union School Slough Bridge in the County of Yolo

Gallaway Enterprises - Revised Scope of Work

The environmental and permitting process for the three Yolo County Creek Bridge Replacements has changed since the project was originally scoped in 2017. The MT team is requesting more budget to due to the additional efforts as shown below.

CR49 at Hamilton

Specific Tasks added:

- Farmland impact AD1006 and consultation with NRCS.
- Biological Assessment for the impacts to VELB.

Modified level of effort

- NES – minimal impacts turned into a full NES document. At the time of proposing the HCP/NCCP wasn't in effect. Integrating the HCP/NCCP into the Caltrans form took a considerable amount of time. The HCP/NCCP required additional site visits to adhere to the conservancy's survey requirements. Caltrans reviews took a long time which then required updates to the species lists, necessitating additional review for consistency.
- Several HCP/NCCP form 4 revisions due to changes in the forms from the Conservancy and the fee structure.
- TCE limits changed.
- CEQA – integrating HCP/NCCP language, increased level of effort regarding responding to County, responsible agencies and public comments.
- Permitting – Increased level of effort regarding information requirements. The 401 process requires an alternatives analysis document to justify the least environmentally damaging practical alternative.
- Adjusting to several stop and starts.

CR96 at Dry Slough

Specific Tasks added:

- Farmland impact AD1006 and consultation with NRCS.

Modified level of effort

- NES – minimal impacts turned into a full NES document. At the time of proposing the HCP/NCCP wasn't in effect. Integrating the HCP/NCCP into the Caltrans form took a considerable amount of time. The HCP/NCCP required additional site visits to adhere to the conservancy's survey requirements. Caltrans reviews took a long time which then required updates to the species lists, necessitating additional review for consistency.
- Several HCP/NCCP form 4 revisions due to changes in the forms from the Conservancy and the fee structure.
- TCE limits and project boundary changes.
- CEQA – integrating HCP/NCCP language, increased level of effort regarding responding to County, responsible agencies and public comments.
- Permitting – The level of effort has increased regarding information requirements. The 401 process requires an alternatives analysis document to justify the least environmentally damaging practical alternative.
- Adjusting to several stop and starts.

CR96 at Union School Slough

Specific Tasks that were added

- Farmland impact AD1006 and consultation with NRCS.

Modified level of effort

- NES – minimal impacts turned into a full NES document. At the time of proposing the HCP/NCCP wasn't in effect. Integrating the HCP/NCCP into the Caltrans form took a considerable amount of time. The HCP/NCCP required additional site visits to adhere to the conservancy's survey requirements. Caltrans reviews took a long time which then required updates to the species lists, necessitating additional review for consistency.
- Several HCP/NCCP form 4 revisions due to changes in the forms from the Conservancy and the fee structure.
- TCE limits and project boundary changes.
- CEQA – integrating HCP/NCCP language, increased level of effort regarding responding to County, responsible agencies and public comments.
- Permitting – The level of effort has increased regarding information requirements. The 401 process requires an alternatives analysis document to justify the least environmentally damaging practical alternative.
- Adjusting to several stop and starts.


Should you have any questions please do not hesitate to contact me at kevin@gallowayenterprises.com.

Regards,

A handwritten signature in black ink that reads "Kevin Sevier". The signature is written in a cursive style with a long, sweeping underline.

Kevin Sevier
Vice President
Galloway Enterprises, Inc.

COST PROPOSAL FOR PROJECT SCOPE: Yolo-Three Bridges (Hamilton Creek)

|  | | | | | | | | | | Subconsultants | | TOTAL COST | |
|---|---|-----------------|----------------|------------------|------------------------|-----------------------|---------------------|-------------------------|-------------|-----------------|------------------|-----------------|----------------------|
| | | Project Manager | Survey Manager | Project Surveyor | Lead Survey Technician | Sr. Survey Technician | 2 Person Field Crew | Sr. Project Coordinator | Total Hours | Total MT Cost | Bender Rosenthal | | Galloway Enterprises |
| | | \$204 | \$211 | \$172 | \$153 | \$126 | \$318 | \$138 | | | | DBE | |
| 1.0 | LEGAL DESCRIPTION & PLATS | | | | | | | | | | | | |
| 1.1 | Legal Description & Plats | 24 | 20 | 48 | 16 | 112 | 8 | 4 | 232 | \$37,028 | - | - | \$37,028 |
| | Subtotal Phase 1 | 24 | 20 | 48 | 16 | 112 | 8 | 4 | 232 | \$37,028 | \$0 | \$0 | \$37,028 |
| 2.0 | RIGHT OF WAY SERVICES | | | | | | | | | | | | |
| 2.1 | Right of Way Services | 24 | | | | | | | 24 | \$4,896 | 23,424 | - | \$28,320 |
| | Subtotal Phase 2 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | \$4,896 | \$23,424 | \$0 | \$28,320 |
| 3.0 | ENVIRONMENTAL | | | | | | | | | | | | |
| 3.1 | Additional Efforts - Environmental Documentation & Permitting | | | | | | | | 0 | \$0 | - | 26,332 | \$26,332 |
| | Subtotal Phase 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$26,332 | \$26,332 |
| TOTAL HOURS | | 48 | 20 | 48 | 16 | 112 | 8 | 4 | 256 | | | | |
| OTHER DIRECT COSTS | | | | | | | | | | \$0 | \$28,910 | \$0 | \$28,910 |
| TOTAL COST | | \$9,792 | \$4,220 | \$8,256 | \$2,448 | \$14,112 | \$2,544 | \$552 | | \$41,924 | \$52,334 | \$26,332 | \$120,590 |

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. _____ Contract No. County Road 49 over Hamilton Creek

Date 5/23/2023

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-------------------------------|------|---------------|-------|--------------------|-------------|
| Principal | | \$140 - \$190 | | \$ 146.83 | \$ - |
| Sr. Engineering Manager | | \$105 - \$140 | | \$ 130.88 | \$ - |
| Engineering Manager | | \$96 - \$112 | | \$ 110.58 | \$ - |
| Design Manager | | \$96 - \$112 | | \$ 110.58 | \$ - |
| Sr. Project Manager | | \$74 - \$98 | | \$ 91.36 | \$ - |
| Sr. Technical Lead | | \$74 - \$98 | | \$ 91.36 | \$ - |
| Project Manager | | \$62 - \$77 | 48 | \$ 71.93 | \$ 3,452.64 |
| Technical Lead | | \$62 - \$77 | | \$ 73.96 | \$ - |
| Sr. Project Engineer | | \$54 - \$67 | | \$ 64.17 | \$ - |
| Sr. Technical Engineer | | \$54 - \$67 | | \$ 64.17 | \$ - |
| Project Engineer | | \$50 - \$60 | | \$ 56.92 | \$ - |
| Design Engineer II | | \$37 - \$55 | | \$ 48.94 | \$ - |
| Design Engineer I | | \$30 - \$45 | | \$ 39.88 | \$ - |
| Sr. Planner | | \$41 - \$55 | | \$ 48.94 | \$ - |
| Planner II | | \$36 - \$45 | | \$ 40.97 | \$ - |
| Planner I | | \$28 - \$35 | | \$ 32.27 | \$ - |
| Sr. Technician | | \$39 - \$55 | | \$ 50.03 | \$ - |
| Technician | | \$23 - \$40 | | \$ 33.35 | \$ - |
| Intern | | \$16 - \$27 | | \$ 22.84 | \$ - |
| Survey Division Manager | | \$96 - \$118 | | \$ 113.84 | \$ - |
| Sr. Survey Manager | | \$74 - \$90 | | \$ 86.29 | \$ - |
| Survey Manager | | \$64 - \$81 | 20 | \$ 74.40 | \$ 1,488.00 |
| Sr. Project Surveyor | | \$57 - \$72 | | \$ 67.43 | \$ - |
| Project Surveyor | | \$49 - \$68 | 48 | \$ 60.65 | \$ 2,911.20 |
| Sr. Surveyor | | \$42 - \$58 | | \$ 53.29 | \$ - |
| Surveyor | | \$37 - \$50 | | \$ 45.32 | \$ - |
| Lead Survey Technician | | \$42 - \$62 | 16 | \$ 53.95 | \$ 863.20 |
| Sr. Survey Technician | | \$31 - \$55 | 112 | \$ 44.43 | \$ 4,976.16 |
| Survey Technician | | \$27 - \$39 | | \$ 34.08 | \$ - |
| Survey Intern | | \$21 - \$33 | | \$ 28.28 | \$ - |
| Single Chief* | | \$52 - \$66 | | \$ 61.27 | \$ - |
| Single Instrumentman* | | \$49 - \$60 | | \$ 55.83 | \$ - |
| Single Chainman* | | \$46 - \$58 | | \$ 53.66 | \$ - |
| Apprentice* | | \$27 - \$43 | | \$ 37.71 | \$ - |
| 1 Person Field Crew* | | \$52 - \$66 | | \$ 61.27 | \$ - |
| 2 Person Field Crew* | | \$98 - \$126 | 8 | \$ 112.12 | \$ 896.96 |
| 3 Person Field Crew* | | \$125 - \$181 | | \$ 153.00 | \$ - |
| LAUD Division Manager | | \$83 - \$94 | | \$ 89.19 | \$ - |
| Sr. LAUD Project Manager | | \$75 - \$89 | | \$ 84.11 | \$ - |
| LAUD Project Manager | | \$63 - \$77 | | \$ 72.87 | \$ - |
| Sr. Landscape Architect | | \$42 - \$80 | | \$ 56.20 | \$ - |
| Landscape Architect | | \$37 - \$56 | | \$ 51.12 | \$ - |
| Landscape Designer II | | \$32 - \$45 | | \$ 40.24 | \$ - |
| Landscape Designer I | | \$26 - \$37 | | \$ 32.27 | \$ - |
| Landscape Intern | | \$16 - \$27 | | \$ 22.84 | \$ - |
| District Manager-Engineer | | \$104 - \$121 | | \$ 116.02 | \$ - |
| Deputy District Manager | | \$94 - \$110 | | \$ 105.86 | \$ - |
| Operations Manager | | \$76 - \$97 | | \$ 92.09 | \$ - |
| Sr. Sanitary Project Engineer | | \$66 - \$87 | | \$ 81.21 | \$ - |
| Sanitary Project Engineer | | \$55 - \$80 | | \$ 71.78 | \$ - |
| Associate Sanitary Engineer | | \$52 - \$66 | | \$ 61.63 | \$ - |

| | | | | | |
|------------------------------|--|---------------|---|-----------|-----------|
| Assistant Sanitary Engineer | | \$47 - \$59 | | \$ 54.38 | \$ - |
| Sr. Inspector* | | \$41 - \$52 | | \$ 47.86 | \$ - |
| Inspector* | | \$33 - \$44 | | \$ 39.88 | \$ - |
| Inspector - Apprentice* | | \$20 - \$33 | | \$ 28.28 | \$ - |
| Division Manager - CM | | \$97 - \$113 | | \$ 108.40 | \$ - |
| Area Manager - CM | | \$105 - \$140 | | \$ 130.15 | \$ - |
| Sr. Project Manager - CM | | \$75 - \$107 | | \$ 96.80 | \$ - |
| Project Manager - CM | | \$70 - \$96 | | \$ 88.46 | \$ - |
| RE/Structural Representative | | \$70 - \$107 | | \$ 81.21 | \$ - |
| Asst. Resident Engineer* | | \$53 - \$88 | | \$ 75.05 | \$ - |
| Inspector - CM* | | \$51 - \$88 | | \$ 73.96 | \$ - |
| Office Engineer | | \$37 - \$64 | | \$ 53.66 | \$ - |
| Office Technician | | \$21 - \$33 | | \$ 28.28 | \$ - |
| Expert Witness | | \$170 - \$180 | | \$ 170.40 | \$ - |
| Strategic Consulting | | \$170 - \$180 | | \$ 170.40 | \$ - |
| Funding Manager | | \$85 - \$103 | | \$ 98.98 | \$ - |
| Sr. Funding Specialist | | \$50 - \$70 | | \$ 63.81 | \$ - |
| Funding Specialist | | \$37 - \$65 | | \$ 54.38 | \$ - |
| Project Accountant Manager | | \$53 - \$68 | | \$ 63.81 | \$ - |
| Sr. Project Accountant | | \$40 - \$55 | | \$ 50.39 | \$ - |
| Project Accountant | | \$35 - \$49 | | \$ 44.59 | \$ - |
| Sr. Project Coordinator | | \$42 - \$55 | 4 | \$ 48.50 | \$ 194.00 |
| Project Coordinator | | \$32 - \$44 | | \$ 39.88 | \$ - |
| Sr. Project Assistant | | \$33 - \$44 | | \$ 39.52 | \$ - |
| Project Assistant | | \$24 - \$35 | | \$ 30.45 | \$ - |
| Sr. Technical Writer | | \$34 - \$53 | | \$ 46.41 | \$ - |
| Technical Writer | | \$20 - \$37 | | \$ 30.45 | \$ - |
| Sr. Graphic Manager | | \$48 - \$64 | | \$ 59.46 | \$ - |
| Sr. Graphic Designer | | \$38 - \$58 | | \$ 51.12 | \$ - |
| Graphic Designer | | \$34 - \$48 | | \$ 43.51 | \$ - |

LABOR COSTS

| | |
|--|---------------------|
| a) Subtotal Direct Labor Costs | \$ 14,782.16 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$ - |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 14,782.16 |

INDIRECT COSTS

| | | |
|---|--|---------------------|
| d) Fringe Benefits (Rate: <u>77.79%</u>) | e) Total Fringe Benefits [(c) x (d)] | \$ 11,499.04 |
| f) Overhead & G&A (Rate: <u>80.04%</u>) | g) Overhead [(c) x (f)] | \$ 11,831.64 |
| h) General & Admin (Rate: <u> </u>) | i) Gen & Admin [(c) x (h)] | \$ - |
| | j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] | \$ 23,330.68 |
| FIXED FEE | k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% | \$ 3,811.28 |

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| I) TOTAL OTHER DIRECT COSTS | | | | \$ - |

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

| | |
|--|---------------------|
| Subconsultant 1: Bender Rosenthal | \$ 52,333.57 |
| Subconsultant 2: Gallaway | \$ 26,332.10 |
| Subconsultant 3: | |
| Subconsultant 4: | |
| m) TOTAL SUBCONSULTANTS' COSTS | \$ 78,665.67 |

| | |
|---|----------------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] | \$ 78,665.67 |
| TOTAL COST [(c) + (j) + (k) + (n)] | \$ 120,589.80 |

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. _____ Contract No. _____ Date 5/23/2023

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 |
|---|----------------------------------|---|--------------------|-----------------------------|
| \$ 14,782.16 | 256 | = | \$ 57.74 | 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 | \$ 57.74 | + | 5% | = | \$ 60.63 | Year 2 Avg Hourly Rate |
| Year 2 | \$ 60.63 | + | 5% | = | \$ 63.66 | Year 3 Avg Hourly Rate |
| Year 3 | \$ 63.66 | + | 5% | = | \$ 66.84 | Year 4 Avg Hourly Rate |
| Year 4 | \$ 66.84 | + | 5% | = | \$ 70.19 | 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 | 40.00% | * | 256.0 | = | 102.4 | Estimated Hours Year 1 |
| Year 2 | 30.00% | * | 256.0 | = | 76.8 | Estimated Hours Year 2 |
| Year 3 | 30.00% | * | 256.0 | = | 76.8 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 256.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 256.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 256.0 | |

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 | \$ 57.74 | * | 102 | = | \$ 5,912.86 | Estimated Hours Year 1 |
| Year 2 | \$ 60.63 | * | 77 | = | \$ 4,656.38 | Estimated Hours Year 2 |
| Year 3 | \$ 63.66 | * | 77 | = | \$ 4,889.20 | Estimated Hours Year 3 |
| Year 4 | \$ 66.84 | * | 0 | = | \$ - | Estimated Hours Year 4 |
| Year 5 | \$ 54.12 | * | 0 | = | \$ - | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$ 15,458.44 | |
| | Direct Labor Subtotal before Escalation | | | = | \$ 14,782.16 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$ 676.28 | 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.

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan Title *: Vice President

Signature:  Date of Certification: 05/23/2023

Email: mbrogan@markthomas.com Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* 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:

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Bender Rosenthal Inc.**

County of Yolo: County Road

Project No. **49 over Hamilton Creek Bridge**

Contract No. _____

Date **3/29/2023**

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-------------------------------|----------------|-----------|-------|--------------------|-------------|
| Project Manager | Rebekah Green* | \$60-\$85 | 40 | \$ 62.00 | \$ 2,480.00 |
| Assistant Project Manager | TBD | \$40-\$60 | 20 | \$ 60.00 | \$ 1,200.00 |
| Senior Acquisition Agent | TBD | \$50-\$75 | 50 | \$ 60.00 | \$ 3,000.00 |
| Acquisition Agent | TBD | \$30-\$50 | 50 | \$ 50.00 | \$ 2,500.00 |
| Project Coordinator | TBD | \$25-\$50 | 8 | \$ 45.00 | \$ 360.00 |
| Senior Administrative Support | TBD | \$35-\$55 | 20 | \$ 40.00 | \$ 800.00 |
| Administrative Support | TBD | \$20-\$35 | 20 | \$ 25.00 | \$ 500.00 |
| Researcher | TBD | \$20-\$35 | 9 | \$ 32.00 | \$ 288.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 11,128.00

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

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 11,128.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.46%)

e) Total Fringe Benefits [(c) x (d)] \$ 4,502.39

f) Overhead & G&A (Rate: 35.19%)

g) Overhead [(c) x (f)] \$ 3,915.94

h) General & Admin (Rate: 15.71%)

i) Gen & Admin [(c) x (h)] \$ 1,748.21

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 10,166.54

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 2,129.45

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|---------|-------------|--------------|
| Mileage Costs/Travel Reimbursement | 192 | miles | \$ 0.655 | \$ 125.58 |
| Shipping | 8 | Package | \$ 23.00 | \$ 184.00 |
| Appraisal Reports | 4 | Report | \$ 4,500.00 | \$ 18,000.00 |
| Preliminary Title Reports | 4 | Report | \$ 850.00 | \$ 3,400.00 |

l) TOTAL OTHER DIRECT COSTS \$ 21,709.58

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

Subconsultant 1: Sierra West Valuation, Four (4) Independent Appraisal Review Fees \$ 7,200.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 7,200.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 28,909.58

TOTAL COST [(c) + (j) + (k) + (n)] \$ 52,333.57

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Bender Rosenthal Inc.**

County of Yolo: County Road 49
 Project No. over Hamilton Creek Bridge Contract No. _____ Date 3/29/2023

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 |
|---|----------------------------------|---|--------------------|-------------------------------------|
| \$ 11,128.00 | 217 | = | \$ 51.28 | 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 | = | Avg Hourly Rate | |
|--------|-----------------|---|---------------------|---|-----------------|------------------------|
| Year 1 | \$ 51.28 | + | 5% | = | \$ 53.85 | Year 2 Avg Hourly Rate |
| Year 2 | \$ 53.85 | + | 5% | = | \$ 56.54 | Year 3 Avg Hourly Rate |
| Year 3 | \$ 56.54 | + | 5% | = | \$ 59.36 | Year 4 Avg Hourly Rate |
| Year 4 | \$ 59.36 | + | 5% | = | \$ 62.33 | 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% | * | 217.0 | = | 217.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 217.0 | |

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 | \$ 51.28 | * | 217 | = | \$ 11,128.00 | Estimated Hours Year 1 |
| Year 2 | \$ 53.85 | * | 0 | = | \$ - | Estimated Hours Year 2 |
| Year 3 | \$ 56.54 | * | 0 | = | \$ - | Estimated Hours Year 3 |
| Year 4 | \$ 59.36 | * | 0 | = | \$ - | Estimated Hours Year 4 |
| Year 5 | \$ - | * | 0 | = | \$ - | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | | = | \$ 11,128.00 | |
| Direct Labor Subtotal before Escalation | | | | = | \$ 11,128.00 | |
| Estimated total of Direct Labor Salary Increase | | | | = | \$ - | 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.

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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Katie Eastham

Title *: Administration Operations Manger

Signature: 

Date of Certification: 3/29/2023

Email: k.eastham@benderrosenthal.com

Phone number: (916) 978-4900

Address: 2825 Watt Avenue, Suite 200, Sacramento, CA 95821

* 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:

ROW Project Management, Appraisal, Appraisal Review, Acquisition, Title and Escrow Support, ROW Cert

COST PROPOSAL

CONTRACT No. _____ Change Order 1 Date 19-May-23
 CONSULTANT Gallaway Enterprises, Inc

DIRECT LABOR

| Classification | Name | Range | Hours | Initial Hourly Rate | Total |
|---------------------------------|----------------------|-------|---------|---------------------|-------------|
| Sr. Biologist/Project Manager | <u>Jody Gallaway</u> | | 0.0 @ | \$ 40.00 | \$ - |
| Sr. Planner/Project Manager | <u>Kevin Sevier</u> | | 78.0 @ | \$ 42.00 | \$ 3,276.00 |
| Senior Botanist | <u>Elena Gregg</u> | | 0.0 | 35.00 | - |
| Biologist | <u>Staff</u> | 24-30 | 146.0 @ | \$ 30.00 | \$ 4,380.00 |
| GIS Analyst 1 | <u>staff</u> | 24-30 | 52.0 @ | \$ 25.00 | \$ 1,300.00 |
| Archeaologist | <u>n/a</u> | | 0.0 | 22.00 | - |
| Administrator / Clerical | <u>Ganna Kleppe</u> | | 4.0 @ | \$ 23.00 | \$ 92.00 |
| | | | @ | \$ | - |
| a) Subtotal Direct Labor Costs | | | | | \$ 9,048.00 |
| b) Anticipated Salary Increases | | | | | \$ 72.38 |

Total Direct Labor Costs \$ 9,120.38

FRINGE BENEFITS

| | Rate | Total |
|------------------------------|--------|--------------------|
| Fringe Benefits | 31.77% | \$ 2,897.55 |
| Total Fringe Benefits | | \$ <u>2,897.55</u> |

INDIRECT COSTS

| | | |
|-------------------------------------|---------|---------------------|
| Overhead/General and Administrative | 130.70% | \$ 11,920.34 |
| Total Indirect Costs | | \$ <u>11,920.34</u> |


FEE @ 10% \$ 2,393.83

Direct Cost

| | | |
|--|--|------------------|
| Mileage (.54/mi) | | |
| Overnight stay 1@ \$120 | | \$ |
| NWIC, Sonoma State records search \$200/ea | | \$ |
| Total Direct Costs | | \$ <u>\$0.00</u> |

TOTAL COSTS \$ 26,332.10

COST PROPOSAL FOR PROJECT SCOPE: Yolo-Three Bridges (Union School)

|  | | | | | | | | | | Subconsultants | | TOTAL COST | |
|---|---|-----------------|----------------|------------------|------------------------|-----------------------|---------------------|-------------------------|-------------|-----------------|------------------|-----------------|----------------------|
| | | Project Manager | Survey Manager | Project Surveyor | Lead Survey Technician | Sr. Survey Technician | 2 Person Field Crew | Sr. Project Coordinator | Total Hours | Total MT Cost | Bender Rosenthal | | Galloway Enterprises |
| | | \$204 | \$211 | \$172 | \$153 | \$126 | \$318 | \$138 | | | DBE | DBE | |
| 1.0 | LEGAL DESCRIPTION & PLATS | | | | | | | | | | | | |
| 1.1 | Legal Description & Plats | 24 | 20 | 56 | 16 | 128 | 8 | 4 | 256 | \$40,420 | - | - | \$40,420 |
| | Subtotal Phase 1 | 24 | 20 | 56 | 16 | 128 | 8 | 4 | 256 | \$40,420 | \$0 | \$0 | \$40,420 |
| 2.0 | RIGHT OF WAY SERVICES | | | | | | | | | | | | |
| 2.1 | Right of Way Services | 24 | | | | | | | 24 | \$4,896 | 23,424 | - | \$28,320 |
| | Subtotal Phase 2 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | \$4,896 | \$23,424 | \$0 | \$28,320 |
| 3.0 | ENVIRONMENTAL | | | | | | | | | | | | |
| 3.1 | Additional Efforts - Environmental Documentation & Permitting | | | | | | | | 0 | \$0 | - | 21,769 | \$21,769 |
| | Subtotal Phase 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$21,769 | \$21,769 |
| | TOTAL HOURS | 48 | 20 | 56 | 16 | 128 | 8 | 4 | 280 | | | | |
| | OTHER DIRECT COSTS | | | | | | | | | \$0 | \$28,910 | \$0 | \$28,910 |
| | TOTAL COST | \$9,792 | \$4,220 | \$9,632 | \$2,448 | \$16,128 | \$2,544 | \$552 | | \$45,316 | \$52,334 | \$21,769 | \$119,418 |

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. _____ Contract No. County Road 96 over Union School Slough

Date 5/23/2023

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-------------------------------|------|---------------|-------|--------------------|-------------|
| Principal | | \$140 - \$190 | | \$ 146.83 | \$ - |
| Sr. Engineering Manager | | \$105 - \$140 | | \$ 130.88 | \$ - |
| Engineering Manager | | \$96 - \$112 | | \$ 110.58 | \$ - |
| Design Manager | | \$96 - \$112 | | \$ 110.58 | \$ - |
| Sr. Project Manager | | \$74 - \$98 | | \$ 91.36 | \$ - |
| Sr. Technical Lead | | \$74 - \$98 | | \$ 91.36 | \$ - |
| Project Manager | | \$62 - \$77 | 48 | \$ 71.93 | \$ 3,452.64 |
| Technical Lead | | \$62 - \$77 | | \$ 73.96 | \$ - |
| Sr. Project Engineer | | \$54 - \$67 | | \$ 64.17 | \$ - |
| Sr. Technical Engineer | | \$54 - \$67 | | \$ 64.17 | \$ - |
| Project Engineer | | \$50 - \$60 | | \$ 56.92 | \$ - |
| Design Engineer II | | \$37 - \$55 | | \$ 48.94 | \$ - |
| Design Engineer I | | \$30 - \$45 | | \$ 39.88 | \$ - |
| Sr. Planner | | \$41 - \$55 | | \$ 48.94 | \$ - |
| Planner II | | \$36 - \$45 | | \$ 40.97 | \$ - |
| Planner I | | \$28 - \$35 | | \$ 32.27 | \$ - |
| Sr. Technician | | \$39 - \$55 | | \$ 50.03 | \$ - |
| Technician | | \$23 - \$40 | | \$ 33.35 | \$ - |
| Intern | | \$16 - \$27 | | \$ 22.84 | \$ - |
| Survey Division Manager | | \$96 - \$118 | | \$ 113.84 | \$ - |
| Sr. Survey Manager | | \$74 - \$90 | | \$ 86.29 | \$ - |
| Survey Manager | | \$64 - \$81 | 20 | \$ 74.40 | \$ 1,488.00 |
| Sr. Project Surveyor | | \$57 - \$72 | | \$ 67.43 | \$ - |
| Project Surveyor | | \$49 - \$68 | 56 | \$ 60.65 | \$ 3,396.40 |
| Sr. Surveyor | | \$42 - \$58 | | \$ 53.29 | \$ - |
| Surveyor | | \$37 - \$50 | | \$ 45.32 | \$ - |
| Lead Survey Technician | | \$42 - \$62 | 16 | \$ 53.95 | \$ 863.12 |
| Sr. Survey Technician | | \$31 - \$55 | 128 | \$ 44.43 | \$ 5,687.04 |
| Survey Technician | | \$27 - \$39 | | \$ 34.08 | \$ - |
| Survey Intern | | \$21 - \$33 | | \$ 28.28 | \$ - |
| Single Chief* | | \$52 - \$66 | | \$ 61.27 | \$ - |
| Single Instrumentman* | | \$49 - \$60 | | \$ 55.83 | \$ - |
| Single Chainman* | | \$46 - \$58 | | \$ 53.66 | \$ - |
| Apprentice* | | \$27 - \$43 | | \$ 37.71 | \$ - |
| 1 Person Field Crew* | | \$52 - \$66 | | \$ 61.27 | \$ - |
| 2 Person Field Crew* | | \$98 - \$126 | 8 | \$ 112.12 | \$ 896.96 |
| 3 Person Field Crew* | | \$125 - \$181 | | \$ 153.00 | \$ - |
| LAUD Division Manager | | \$83 - \$94 | | \$ 89.19 | \$ - |
| Sr. LAUD Project Manager | | \$75 - \$89 | | \$ 84.11 | \$ - |
| LAUD Project Manager | | \$63 - \$77 | | \$ 72.87 | \$ - |
| Sr. Landscape Architect | | \$42 - \$80 | | \$ 56.20 | \$ - |
| Landscape Architect | | \$37 - \$56 | | \$ 51.12 | \$ - |
| Landscape Designer II | | \$32 - \$45 | | \$ 40.24 | \$ - |
| Landscape Designer I | | \$26 - \$37 | | \$ 32.27 | \$ - |
| Landscape Intern | | \$16 - \$27 | | \$ 22.84 | \$ - |
| District Manager-Engineer | | \$104 - \$121 | | \$ 116.02 | \$ - |
| Deputy District Manager | | \$94 - \$110 | | \$ 105.86 | \$ - |
| Operations Manager | | \$76 - \$97 | | \$ 92.09 | \$ - |
| Sr. Sanitary Project Engineer | | \$66 - \$87 | | \$ 81.21 | \$ - |
| Sanitary Project Engineer | | \$55 - \$80 | | \$ 71.78 | \$ - |
| Associate Sanitary Engineer | | \$52 - \$66 | | \$ 61.63 | \$ - |

| | | | | | |
|------------------------------|--|---------------|---|-----------|-----------|
| Assistant Sanitary Engineer | | \$47 - \$59 | | \$ 54.38 | \$ - |
| Sr. Inspector* | | \$41 - \$52 | | \$ 47.86 | \$ - |
| Inspector* | | \$33 - \$44 | | \$ 39.88 | \$ - |
| Inspector - Apprentice* | | \$20 - \$33 | | \$ 28.28 | \$ - |
| Division Manager - CM | | \$97 - \$113 | | \$ 108.40 | \$ - |
| Area Manager - CM | | \$105 - \$140 | | \$ 130.15 | \$ - |
| Sr. Project Manager - CM | | \$75 - \$107 | | \$ 96.80 | \$ - |
| Project Manager - CM | | \$70 - \$96 | | \$ 88.46 | \$ - |
| RE/Structural Representative | | \$70 - \$107 | | \$ 81.21 | \$ - |
| Asst. Resident Engineer* | | \$53 - \$88 | | \$ 75.05 | \$ - |
| Inspector - CM* | | \$51 - \$88 | | \$ 73.96 | \$ - |
| Office Engineer | | \$37 - \$64 | | \$ 53.66 | \$ - |
| Office Technician | | \$21 - \$33 | | \$ 28.28 | \$ - |
| Expert Witness | | \$170 - \$180 | | \$ 170.40 | \$ - |
| Strategic Consulting | | \$170 - \$180 | | \$ 170.40 | \$ - |
| Funding Manager | | \$85 - \$103 | | \$ 98.98 | \$ - |
| Sr. Funding Specialist | | \$50 - \$70 | | \$ 63.81 | \$ - |
| Funding Specialist | | \$37 - \$65 | | \$ 54.38 | \$ - |
| Project Accountant Manager | | \$53 - \$68 | | \$ 63.81 | \$ - |
| Sr. Project Accountant | | \$40 - \$55 | | \$ 50.39 | \$ - |
| Project Accountant | | \$35 - \$49 | | \$ 44.59 | \$ - |
| Sr. Project Coordinator | | \$42 - \$55 | 4 | \$ 48.50 | \$ 193.98 |
| Project Coordinator | | \$32 - \$44 | | \$ 39.88 | \$ - |
| Sr. Project Assistant | | \$33 - \$44 | | \$ 39.52 | \$ - |
| Project Assistant | | \$24 - \$35 | | \$ 30.45 | \$ - |
| Sr. Technical Writer | | \$34 - \$53 | | \$ 46.41 | \$ - |
| Technical Writer | | \$20 - \$37 | | \$ 30.45 | \$ - |
| Sr. Graphic Manager | | \$48 - \$64 | | \$ 59.46 | \$ - |
| Sr. Graphic Designer | | \$38 - \$58 | | \$ 51.12 | \$ - |
| Graphic Designer | | \$34 - \$48 | | \$ 43.51 | \$ - |

LABOR COSTS

| | |
|--|---------------------|
| a) Subtotal Direct Labor Costs | \$ 15,978.14 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$ - |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 15,978.14 |

INDIRECT COSTS

| | | |
|---|--|---------------------|
| d) Fringe Benefits (Rate: <u>77.79%</u>) | e) Total Fringe Benefits [(c) x (d)] | \$ 12,429.40 |
| f) Overhead & G&A (Rate: <u>80.04%</u>) | g) Overhead [(c) x (f)] | \$ 12,788.90 |
| h) General & Admin (Rate: <u> </u>) | i) Gen & Admin [(c) x (h)] | \$ - |
| | j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] | \$ 25,218.30 |
| FIXED FEE | k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% | \$ 4,119.64 |

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| I) TOTAL OTHER DIRECT COSTS | | | | \$ - |

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

| | |
|--|---------------------|
| Subconsultant 1: Bender Rosenthal | \$ 52,333.57 |
| Subconsultant 2: Gallaway | \$ 21,768.80 |
| Subconsultant 3: | |
| Subconsultant 4: | |
| m) TOTAL SUBCONSULTANTS' COSTS | \$ 74,102.37 |

| | |
|---|----------------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] | \$ 74,102.37 |
| TOTAL COST [(c) + (j) + (k) + (n)] | \$ 119,418.45 |

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. _____ Contract No. _____ Date 5/23/2023

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 |
|---|----------------------------------|---|--------------------|-------------------------------------|
| \$ 15,978.14 | 280 | = | \$ 57.06 | 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 | \$ 57.06 | + | 5% | = | \$ 59.92 | Year 2 Avg Hourly Rate |
| Year 2 | \$ 59.92 | + | 5% | = | \$ 62.91 | Year 3 Avg Hourly Rate |
| Year 3 | \$ 62.91 | + | 5% | = | \$ 66.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$ 66.06 | + | 5% | = | \$ 69.36 | 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 | 40.00% | * | 280.0 | = | 112.0 | Estimated Hours Year 1 |
| Year 2 | 30.00% | * | 280.0 | = | 84.0 | Estimated Hours Year 2 |
| Year 3 | 30.00% | * | 280.0 | = | 84.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 280.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 280.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 280.0 | |

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 | \$ 57.06 | * | 112 | = | \$ 6,391.26 | Estimated Hours Year 1 |
| Year 2 | \$ 59.92 | * | 84 | = | \$ 5,033.11 | Estimated Hours Year 2 |
| Year 3 | \$ 62.91 | * | 84 | = | \$ 5,284.77 | Estimated Hours Year 3 |
| Year 4 | \$ 66.06 | * | 0 | = | \$ - | Estimated Hours Year 4 |
| Year 5 | \$ 54.12 | * | 0 | = | \$ - | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$ 16,709.14 | |
| | Direct Labor Subtotal before Escalation | | | = | \$ 15,978.14 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$ 731.00 | Transfer to Page 1 |

NOTES:

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

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan Title *: Vice President

Signature:  Date of Certification: 05/23/2023

Email: mbrogan@markthomas.com Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* 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:

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Bender Rosenthal Inc.**

County of Yolo: County Road

Project No. **96 over Union School Slough**

Contract No. _____

Date **3/29/2023**

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-------------------------------|----------------|-----------|-------|--------------------|-------------|
| Project Manager | Rebekah Green* | \$60-\$85 | 40 | \$ 62.00 | \$ 2,480.00 |
| Assistant Project Manager | TBD | \$40-\$60 | 20 | \$ 60.00 | \$ 1,200.00 |
| Senior Acquisition Agent | TBD | \$50-\$75 | 50 | \$ 60.00 | \$ 3,000.00 |
| Acquisition Agent | TBD | \$30-\$50 | 50 | \$ 50.00 | \$ 2,500.00 |
| Project Coordinator | TBD | \$25-\$50 | 8 | \$ 45.00 | \$ 360.00 |
| Senior Administrative Support | TBD | \$35-\$55 | 20 | \$ 40.00 | \$ 800.00 |
| Administrative Support | TBD | \$20-\$35 | 20 | \$ 25.00 | \$ 500.00 |
| Researcher | TBD | \$20-\$35 | 9 | \$ 32.00 | \$ 288.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 11,128.00

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

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 11,128.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.46%)

e) Total Fringe Benefits [(c) x (d)] \$ 4,502.39

f) Overhead & G&A (Rate: 35.19%)

g) Overhead [(c) x (f)] \$ 3,915.94

h) General & Admin (Rate: 15.71%)

i) Gen & Admin [(c) x (h)] \$ 1,748.21

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 10,166.54

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 2,129.45

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|---------|-------------|--------------|
| Mileage Costs/Travel Reimbursement | 192 | miles | \$ 0.655 | \$ 125.58 |
| Shipping | 8 | Package | \$ 23.00 | \$ 184.00 |
| Appraisal Reports | 4 | Report | \$ 4,500.00 | \$ 18,000.00 |
| Preliminary Title Reports | 4 | Report | \$850 | \$ 3,400.00 |

I) TOTAL OTHER DIRECT COSTS \$ 21,709.58

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

Subconsultant 1: Sierra West Valuation, Four (4) Independent Appraisal Review Fees \$ 7,200.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 7,200.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 28,909.58

TOTAL COST [(c) + (j) + (k) + (n)] \$ 52,333.57

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Bender Rosenthal Inc.**

County of Yolo: County Road 96
 Project No. over Union School Slough Contract No. _____ Date 3/29/2023

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 |
|---|----------------------------------|---|--------------------|-------------------------------------|
| \$ 11,128.00 | 217 | = | \$ 51.28 | 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 | \$ 51.28 | + | 5% | = | \$ 53.85 | Year 2 Avg Hourly Rate |
| Year 2 | \$ 53.85 | + | 5% | = | \$ 56.54 | Year 3 Avg Hourly Rate |
| Year 3 | \$ 56.54 | + | 5% | = | \$ 59.36 | Year 4 Avg Hourly Rate |
| Year 4 | \$ 59.36 | + | 5% | = | \$ 62.33 | 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% | * | 217.0 | = | 217.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 217.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 217.0 | |

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 | \$ 51.28 | * | 217 | = | \$ 11,128.00 | Estimated Hours Year 1 |
| Year 2 | \$ 53.85 | * | 0 | = | \$ - | Estimated Hours Year 2 |
| Year 3 | \$ 56.54 | * | 0 | = | \$ - | Estimated Hours Year 3 |
| Year 4 | \$ 59.36 | * | 0 | = | \$ - | Estimated Hours Year 4 |
| Year 5 | \$ - | * | 0 | = | \$ - | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | | = | \$ 11,128.00 | |
| Direct Labor Subtotal before Escalation | | | | = | \$ 11,128.00 | |
| Estimated total of Direct Labor Salary Increase | | | | = | \$ - | 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.

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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Katie Eastham

Title *: Administration Operations Manger

Signature: 

Date of Certification: 3/29/2023

Email: k.eastham@benderrosenthal.com

Phone number: (916) 978-4900

Address: 2825 Watt Avenue, Suite 200, Sacramento, CA 95821

* 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:

ROW Project Management, Appraisal, Appraisal Review, Acquisition, Title and Escrow Support, ROW Cert

COST PROPOSAL

CONTRACT No. _____ Change Order 1 Date 19-May-23
 CONSULTANT Gallaway Enterprises, Inc

DIRECT LABOR

| Classification | Name | Range | Hours | Initial Hourly Rate | Total |
|---------------------------------|----------------------|--------------|----------------|---------------------|--------------------|
| Sr. Biologist/Project Manager | <u>Jody Gallaway</u> | | 0.0 @ | \$ <u>40.00</u> | \$ <u>-</u> |
| Sr. Planner/Project Manager | <u>Kevin Sevier</u> | | 64.0 @ | \$ <u>42.00</u> | \$ <u>2,688.00</u> |
| Senior Botanist | <u>Elena Gregg</u> | | 0.0 | <u>35.00</u> | <u>-</u> |
| Biologist | <u>Staff</u> | <u>24-30</u> | <u>120.0 @</u> | \$ <u>30.00</u> | \$ <u>3,600.00</u> |
| GIS Analyst 1 | <u>staff</u> | <u>24-30</u> | <u>44.0 @</u> | \$ <u>25.00</u> | \$ <u>1,100.00</u> |
| Archealogist | <u>n/a</u> | | 0.0 | <u>22.00</u> | <u>-</u> |
| Administrator / Clerical | <u>Ganna Kleppe</u> | | 4.0 @ | \$ <u>23.00</u> | \$ <u>92.00</u> |
| | | | @ | \$ _____ | \$ _____ |
| a) Subtotal Direct Labor Costs | | | | | \$ <u>7,480.00</u> |
| b) Anticipated Salary Increases | | | | | \$ <u>59.84</u> |

Total Direct Labor Costs \$ 7,539.84

FRINGE BENEFITS

| | | | |
|-----------------|------------------------------|--------------------|--------------------|
| Fringe Benefits | Rate | Total | |
| | <u>31.77%</u> | \$ <u>2,395.41</u> | |
| | Total Fringe Benefits | | \$ <u>2,395.41</u> |

INDIRECT COSTS

| | | | |
|-------------------------------------|-----------------------------|--------------------|--------------------|
| Overhead/General and Administrative | Rate | Total | |
| | <u>130.70%</u> | \$ <u>9,854.57</u> | |
| | Total Indirect Costs | | \$ <u>9,854.57</u> |


FEE @ 10% \$ 1,978.98

Direct Cost

| | | | |
|--|---------------------------|----------|------------------|
| Mileage (.54/mi) | | | |
| Overnight stay 1@ \$120 | | \$ _____ | |
| NWIC, Sonoma State records search \$200/ea | | \$ _____ | |
| | Total Direct Costs | | \$ <u>\$0.00</u> |

TOTAL COSTS \$ 21,768.80

COST PROPOSAL FOR PROJECT SCOPE: Yolo-Three Bridges (Dry Slough)

|  | | | | | | | | | | Subconsultants | | TOTAL COST | |
|---|---|-----------------|----------------|------------------|------------------------|-----------------------|---------------------|-------------------------|-------------|-----------------|------------------|-----------------|----------------------|
| | | Project Manager | Survey Manager | Project Surveyor | Lead Survey Technician | Sr. Survey Technician | 2 Person Field Crew | Sr. Project Coordinator | Total Hours | Total MT Cost | Bender Rosenthal | | Galloway Enterprises |
| | | \$204 | \$211 | \$172 | \$153 | \$126 | \$318 | \$138 | | | DBE | DBE | |
| 1.0 | LEGAL DESCRIPTION & PLATS | | | | | | | | | | | | |
| 1.1 | Legal Description & Plats | 24 | 10 | 24 | 4 | 56 | 4 | 4 | 126 | \$20,626 | - | - | \$20,626 |
| | Subtotal Phase 1 | 24 | 10 | 24 | 4 | 56 | 4 | 4 | 126 | \$20,626 | \$0 | \$0 | \$20,626 |
| 2.0 | RIGHT OF WAY SERVICES | | | | | | | | | | | | |
| 2.1 | Right of Way Services | 24 | | | | | | | 24 | \$4,896 | 12,975 | - | \$17,871 |
| | Subtotal Phase 2 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | \$4,896 | \$12,975 | \$0 | \$17,871 |
| 3.0 | ENVIRONMENTAL | | | | | | | | | | | | |
| 3.1 | Additional Efforts - Environmental Documentation & Permitting | | | | | | | | 0 | \$0 | - | 20,675 | \$20,675 |
| | Subtotal Phase 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$20,675 | \$20,675 |
| | TOTAL HOURS | 48 | 10 | 24 | 4 | 56 | 4 | 4 | 150 | | | | |
| | OTHER DIRECT COSTS | | | | | | | | | \$0 | \$14,464 | \$0 | \$14,464 |
| | TOTAL COST | \$9,792 | \$2,110 | \$4,128 | \$612 | \$7,056 | \$1,272 | \$552 | | \$25,522 | \$27,439 | \$20,675 | \$73,636 |

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. _____ Contract No. County Road 96 over Dry Slough Date 5/23/2023

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-------------------------------|------|---------------|-------|--------------------|-------------|
| Principal | | \$140 - \$190 | | \$ 146.83 | \$ - |
| Sr. Engineering Manager | | \$105 - \$140 | | \$ 130.88 | \$ - |
| Engineering Manager | | \$96 - \$112 | | \$ 110.58 | \$ - |
| Design Manager | | \$96 - \$112 | | \$ 110.58 | \$ - |
| Sr. Project Manager | | \$74 - \$98 | | \$ 91.36 | \$ - |
| Sr. Technical Lead | | \$74 - \$98 | | \$ 91.36 | \$ - |
| Project Manager | | \$62 - \$77 | 48 | \$ 71.93 | \$ 3,452.64 |
| Technical Lead | | \$62 - \$77 | | \$ 73.96 | \$ - |
| Sr. Project Engineer | | \$54 - \$67 | | \$ 64.17 | \$ - |
| Sr. Technical Engineer | | \$54 - \$67 | | \$ 64.17 | \$ - |
| Project Engineer | | \$50 - \$60 | | \$ 56.92 | \$ - |
| Design Engineer II | | \$37 - \$55 | | \$ 48.94 | \$ - |
| Design Engineer I | | \$30 - \$45 | | \$ 39.88 | \$ - |
| Sr. Planner | | \$41 - \$55 | | \$ 48.94 | \$ - |
| Planner II | | \$36 - \$45 | | \$ 40.97 | \$ - |
| Planner I | | \$28 - \$35 | | \$ 32.27 | \$ - |
| Sr. Technician | | \$39 - \$55 | | \$ 50.03 | \$ - |
| Technician | | \$23 - \$40 | | \$ 33.35 | \$ - |
| Intern | | \$16 - \$27 | | \$ 22.84 | \$ - |
| Survey Division Manager | | \$96 - \$118 | | \$ 113.84 | \$ - |
| Sr. Survey Manager | | \$74 - \$90 | | \$ 86.29 | \$ - |
| Survey Manager | | \$64 - \$81 | 10 | \$ 74.40 | \$ 744.00 |
| Sr. Project Surveyor | | \$57 - \$72 | | \$ 67.43 | \$ - |
| Project Surveyor | | \$49 - \$68 | 24 | \$ 60.65 | \$ 1,455.60 |
| Sr. Surveyor | | \$42 - \$58 | | \$ 53.29 | \$ - |
| Surveyor | | \$37 - \$50 | | \$ 45.32 | \$ - |
| Lead Survey Technician | | \$42 - \$62 | 4 | \$ 53.95 | \$ 215.80 |
| Sr. Survey Technician | | \$31 - \$55 | 56 | \$ 44.43 | \$ 2,488.35 |
| Survey Technician | | \$27 - \$39 | | \$ 34.08 | \$ - |
| Survey Intern | | \$21 - \$33 | | \$ 28.28 | \$ - |
| Single Chief* | | \$52 - \$66 | | \$ 61.27 | \$ - |
| Single Instrumentman* | | \$49 - \$60 | | \$ 55.83 | \$ - |
| Single Chainman* | | \$46 - \$58 | | \$ 53.66 | \$ - |
| Apprentice* | | \$27 - \$43 | | \$ 37.71 | \$ - |
| 1 Person Field Crew* | | \$52 - \$66 | | \$ 61.27 | \$ - |
| 2 Person Field Crew* | | \$98 - \$126 | 4 | \$ 112.12 | \$ 448.50 |
| 3 Person Field Crew* | | \$125 - \$181 | | \$ 153.00 | \$ - |
| LAUD Division Manager | | \$83 - \$94 | | \$ 89.19 | \$ - |
| Sr. LAUD Project Manager | | \$75 - \$89 | | \$ 84.11 | \$ - |
| LAUD Project Manager | | \$63 - \$77 | | \$ 72.87 | \$ - |
| Sr. Landscape Architect | | \$42 - \$80 | | \$ 56.20 | \$ - |
| Landscape Architect | | \$37 - \$56 | | \$ 51.12 | \$ - |
| Landscape Designer II | | \$32 - \$45 | | \$ 40.24 | \$ - |
| Landscape Designer I | | \$26 - \$37 | | \$ 32.27 | \$ - |
| Landscape Intern | | \$16 - \$27 | | \$ 22.84 | \$ - |
| District Manager-Engineer | | \$104 - \$121 | | \$ 116.02 | \$ - |
| Deputy District Manager | | \$94 - \$110 | | \$ 105.86 | \$ - |
| Operations Manager | | \$76 - \$97 | | \$ 92.09 | \$ - |
| Sr. Sanitary Project Engineer | | \$66 - \$87 | | \$ 81.21 | \$ - |
| Sanitary Project Engineer | | \$55 - \$80 | | \$ 71.78 | \$ - |
| Associate Sanitary Engineer | | \$52 - \$66 | | \$ 61.63 | \$ - |

| | | | | | |
|------------------------------|--|---------------|---|-----------|-----------|
| Assistant Sanitary Engineer | | \$47 - \$59 | | \$ 54.38 | \$ - |
| Sr. Inspector* | | \$41 - \$52 | | \$ 47.86 | \$ - |
| Inspector* | | \$33 - \$44 | | \$ 39.88 | \$ - |
| Inspector - Apprentice* | | \$20 - \$33 | | \$ 28.28 | \$ - |
| Division Manager - CM | | \$97 - \$113 | | \$ 108.40 | \$ - |
| Area Manager - CM | | \$105 - \$140 | | \$ 130.15 | \$ - |
| Sr. Project Manager - CM | | \$75 - \$107 | | \$ 96.80 | \$ - |
| Project Manager - CM | | \$70 - \$96 | | \$ 88.46 | \$ - |
| RE/Structural Representative | | \$70 - \$107 | | \$ 81.21 | \$ - |
| Asst. Resident Engineer* | | \$53 - \$88 | | \$ 75.05 | \$ - |
| Inspector - CM* | | \$51 - \$88 | | \$ 73.96 | \$ - |
| Office Engineer | | \$37 - \$64 | | \$ 53.66 | \$ - |
| Office Technician | | \$21 - \$33 | | \$ 28.28 | \$ - |
| Expert Witness | | \$170 - \$180 | | \$ 170.40 | \$ - |
| Strategic Consulting | | \$170 - \$180 | | \$ 170.40 | \$ - |
| Funding Manager | | \$85 - \$103 | | \$ 98.98 | \$ - |
| Sr. Funding Specialist | | \$50 - \$70 | | \$ 63.81 | \$ - |
| Funding Specialist | | \$37 - \$65 | | \$ 54.38 | \$ - |
| Project Accountant Manager | | \$53 - \$68 | | \$ 63.81 | \$ - |
| Sr. Project Accountant | | \$40 - \$55 | | \$ 50.39 | \$ - |
| Project Accountant | | \$35 - \$49 | | \$ 44.59 | \$ - |
| Sr. Project Coordinator | | \$42 - \$55 | 4 | \$ 48.51 | \$ 194.06 |
| Project Coordinator | | \$32 - \$44 | | \$ 39.88 | \$ - |
| Sr. Project Assistant | | \$33 - \$44 | | \$ 39.52 | \$ - |
| Project Assistant | | \$24 - \$35 | | \$ 30.45 | \$ - |
| Sr. Technical Writer | | \$34 - \$53 | | \$ 46.41 | \$ - |
| Technical Writer | | \$20 - \$37 | | \$ 30.45 | \$ - |
| Sr. Graphic Manager | | \$48 - \$64 | | \$ 59.46 | \$ - |
| Sr. Graphic Designer | | \$38 - \$58 | | \$ 51.12 | \$ - |
| Graphic Designer | | \$34 - \$48 | | \$ 43.51 | \$ - |

LABOR COSTS

| | |
|--|--------------------|
| a) Subtotal Direct Labor Costs | \$ 8,998.95 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$ - |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 8,998.95 |

INDIRECT COSTS

| | | |
|---|--|---------------------|
| d) Fringe Benefits (Rate: <u>77.79%</u>) | e) Total Fringe Benefits [(c) x (d)] | \$ 7,000.29 |
| f) Overhead & G&A (Rate: <u>80.04%</u>) | g) Overhead [(c) x (f)] | \$ 7,202.76 |
| h) General & Admin (Rate: <u> </u>) | i) Gen & Admin [(c) x (h)] | \$ - |
| | j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] | \$ 14,203.05 |
| FIXED FEE | k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% | \$ 2,320.20 |

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| I) TOTAL OTHER DIRECT COSTS | | | | \$ - |

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

| | |
|--|---------------------|
| Subconsultant 1: Bender Rosenthal | \$ 27,439.21 |
| Subconsultant 2: Gallaway | \$ 20,674.55 |
| Subconsultant 3: | |
| Subconsultant 4: | |
| m) TOTAL SUBCONSULTANTS' COSTS | \$ 48,113.76 |

| | |
|---|---------------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] | \$ 48,113.76 |
| TOTAL COST [(c) + (j) + (k) + (n)] | \$ 73,635.96 |

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 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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Mark Thomas & Company**

Project No. _____ Contract No. _____ Date **5/23/2023**

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 |
|---|----------------------------------|---|--------------------|-------------------------------------|
| \$ 8,998.95 | 150 | = | \$ 59.99 | 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 | \$ 59.99 | + | 5% | = | \$ 62.99 | Year 2 Avg Hourly Rate |
| Year 2 | \$ 62.99 | + | 5% | = | \$ 66.14 | Year 3 Avg Hourly Rate |
| Year 3 | \$ 66.14 | + | 5% | = | \$ 69.45 | Year 4 Avg Hourly Rate |
| Year 4 | \$ 69.45 | + | 5% | = | \$ 72.92 | 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 | 40.00% | * | 150.0 | = | 60.0 | Estimated Hours Year 1 |
| Year 2 | 30.00% | * | 150.0 | = | 45.0 | Estimated Hours Year 2 |
| Year 3 | 30.00% | * | 150.0 | = | 45.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 150.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 150.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 150.0 | |

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 | \$ 59.99 | * | 60 | = | \$ 3,599.58 | Estimated Hours Year 1 |
| Year 2 | \$ 62.99 | * | 45 | = | \$ 2,834.67 | Estimated Hours Year 2 |
| Year 3 | \$ 66.14 | * | 45 | = | \$ 2,976.40 | Estimated Hours Year 3 |
| Year 4 | \$ 69.45 | * | 0 | = | \$ - | Estimated Hours Year 4 |
| Year 5 | \$ 54.12 | * | 0 | = | \$ - | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$ 9,410.66 | |
| | Direct Labor Subtotal before Escalation | | | = | \$ 8,998.95 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$ 411.70 | 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.

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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan Title *: Vice President

Signature:  Date of Certification: 05/23/23

Email: mbrogan@markthomas.com Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* 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:

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Bender Rosenthal Inc.**

Project No. **County of Yolo: County Road**
96 over Slough Bridge

Contract No. _____

Date **3/29/2023**

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-------------------------------|----------------|-----------|-------|--------------------|-------------|
| Project Manager | Rebekah Green* | \$60-\$85 | 28 | \$ 62.00 | \$ 1,736.00 |
| Assistant Project Manager | TBD | \$40-\$60 | 13 | \$ 60.00 | \$ 780.00 |
| Senior Acquisition Agent | TBD | \$50-\$75 | 24 | \$ 60.00 | \$ 1,440.00 |
| Acquisition Agent | TBD | \$30-\$50 | 24 | \$ 50.00 | \$ 1,200.00 |
| Project Coordinator | TBD | \$25-\$50 | 8 | \$ 45.00 | \$ 360.00 |
| Senior Administrative Support | TBD | \$35-\$55 | 8 | \$ 40.00 | \$ 320.00 |
| Administrative Support | TBD | \$20-\$35 | 8 | \$ 25.00 | \$ 200.00 |
| Researcher | TBD | \$20-\$35 | 4 | \$ 32.00 | \$ 128.00 |

LABOR COSTS

| | |
|--|--------------------|
| a) Subtotal Direct Labor Costs | \$ 6,164.00 |
| b) Anticipated Salary Increases (see page 2 for calculation) | |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 6,164.00 |

INDIRECT COSTS

| | | |
|---|--|--------------------|
| d) Fringe Benefits (Rate: <u>40.46%</u>) | e) Total Fringe Benefits [(c) x (d)] | \$ 2,493.95 |
| f) Overhead & G&A (Rate: <u>35.19%</u>) | g) Overhead [(c) x (f)] | \$ 2,169.11 |
| h) General & Admin (Rate: <u>15.71%</u>) | i) Gen & Admin [(c) x (h)] | \$ 968.36 |
| | j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] | \$ 5,631.43 |
| FIXED FEE | k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% | \$ 1,179.54 |

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|---------|------------------------------------|---------------------|
| Mileage Costs/Travel Reimbursement | 100 | miles | \$ 0.655 | \$ 65.50 |
| Shipping | 4 | Package | \$ 24.69 | \$ 98.74 |
| Appraisal Reports | 2 | Report | \$ 4,500.00 | \$ 9,000.00 |
| Preliminary Title Reports | 2 | Report | \$ 850.00 | \$ 1,700.00 |
| | | | I) TOTAL OTHER DIRECT COSTS | \$ 10,864.24 |

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

| | |
|---|--------------------|
| Subconsultant 1: Sierra West Valuation, Two (2) Independent Appraisal Review Fees | \$ 3,600.00 |
| m) TOTAL SUBCONSULTANTS' COSTS | \$ 3,600.00 |

| | |
|---|---------------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] | \$ 14,464.24 |
| TOTAL COST [(c) + (j) + (k) + (n)] | \$ 27,439.21 |

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Bender Rosenthal Inc.**

County of Yolo: County Road 96
 Project No. over Slough Bridge Contract No. _____ Date 3/29/2023

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 |
|---|----------------------------------|---|--------------------|-------------------------------------|
| \$ 6,164.00 | 117 | = | \$ 52.68 | 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 | = | Avg Hourly Rate | Year |
|-----------------|---|---------------------|---|-----------------|------------------------|
| \$ 52.68 | + | 5% | = | \$ 55.32 | Year 2 Avg Hourly Rate |
| \$ 55.32 | + | 5% | = | \$ 58.08 | Year 3 Avg Hourly Rate |
| \$ 58.08 | + | 5% | = | \$ 60.99 | Year 4 Avg Hourly Rate |
| \$ 60.99 | + | 5% | = | \$ 64.04 | 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 |
|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| 100.00% | * | 117.0 | = | 117.0 | Estimated Hours Year 1 |
| 0.00% | * | 117.0 | = | 0.0 | Estimated Hours Year 2 |
| 0.00% | * | 117.0 | = | 0.0 | Estimated Hours Year 3 |
| 0.00% | * | 117.0 | = | 0.0 | Estimated Hours Year 4 |
| 0.00% | * | 117.0 | = | 0.0 | Estimated Hours Year 5 |
| Total 100% | | Total | = | 117.0 | |

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 |
|---|---|---------------------------------------|---|---------------|------------------------|
| \$ 52.68 | * | 117 | = | \$ 6,164.00 | Estimated Hours Year 1 |
| \$ 55.32 | * | 0 | = | \$ - | Estimated Hours Year 2 |
| \$ 58.08 | * | 0 | = | \$ - | Estimated Hours Year 3 |
| \$ 60.99 | * | 0 | = | \$ - | Estimated Hours Year 4 |
| \$ - | * | 0 | = | \$ - | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | = | \$ 6,164.00 | |
| Direct Labor Subtotal before Escalation | | | = | \$ 6,164.00 | |
| Estimated total of Direct Labor Salary Increase | | | = | \$ - | 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.

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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Katie Eastham

Title *: Administration Operations Manger

Signature: 

Date of Certification: 3/29/2023

Email: k.eastham@benderrosenthal.com

Phone number: (916) 978-4900

Address: 2825 Watt Avenue, Suite 200, Sacramento, CA 95821

* 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:

ROW Project Management, Appraisal, Appraisal Review, Acquisition, Title and Escrow Support, ROW Cert

COST PROPOSAL

CONTRACT No. _____ Change Order 1 Date 19-May-23
 CONSULTANT Gallaway Enterprises, Inc

DIRECT LABOR

| Classification | Name | Range | Hours | Initial Hourly Rate | Total |
|-------------------------------|----------------------|--------------|----------------|---------------------------------|--------------------|
| Sr. Biologist/Project Manager | <u>Jody Gallaway</u> | | <u>0.0</u> @ | <u>\$ 40.00</u> | <u>\$ -</u> |
| Sr. Planner/Project Manager | <u>Kevin Sevier</u> | | <u>66.0</u> @ | <u>\$ 42.00</u> | <u>\$ 2,772.00</u> |
| Senior Botanist | <u>Elena Gregg</u> | | <u>0.0</u> | <u>35.00</u> | <u>-</u> |
| Biologist | <u>Staff</u> | <u>24-30</u> | <u>108.0</u> @ | <u>\$ 30.00</u> | <u>\$ 3,240.00</u> |
| GIS Analyst 1 | <u>staff</u> | <u>24-30</u> | <u>40.0</u> @ | <u>\$ 25.00</u> | <u>\$ 1,000.00</u> |
| Archeologist | <u>n/a</u> | | <u>0.0</u> | <u>22.00</u> | <u>-</u> |
| Administrator / Clerical | <u>Ganna Kleppe</u> | | <u>4.0</u> @ | <u>\$ 23.00</u> | <u>\$ 92.00</u> |
| | | | @ | \$ | - |
| | | | | a) Subtotal Direct Labor Costs | \$ 7,104.00 |
| | | | | b) Anticipated Salary Increases | \$ 56.83 |

Total Direct Labor Costs \$ 7,160.83

FRINGE BENEFITS

| | Rate | Total |
|------------------------------|---------------|--------------------|
| Fringe Benefits | <u>31.77%</u> | <u>\$ 2,275.00</u> |
| Total Fringe Benefits | | <u>\$ 2,275.00</u> |

INDIRECT COSTS

| | | |
|-------------------------------------|----------------|--------------------|
| Overhead/General and Administrative | <u>130.70%</u> | <u>\$ 9,359.21</u> |
| Total Indirect Costs | | <u>\$ 9,359.21</u> |

FEE @ 10% \$ 1,879.50

Direct Cost

| | | |
|-----------------------------------|--|----------------|
| Mileage (.54/mi) | | |
| Overnight stay 1@ \$120 | | <u>\$</u> |
| NWIC, Sonoma State records search | | <u>\$</u> |
| Total Direct Costs | | <u>\$ 0.00</u> |

TOTAL COSTS \$ 20,674.55



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Bender Rosenthal, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 91.36 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/1/20-12/31/20

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

