

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND MCC ENGINEERING

The Road Agreement Number 2022-7 dated June 8, 2022 was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and MCC Engineering Inc. (CONSULTANT), for the purpose of On-Call Project Management Services and was amended with Amendment No. 1 dated August 6, 2024 (Road Agreement Number 2024-010) (collectively the Original Agreement and Amendment No. 1 are referred to as the "AGREEMENT")

Pursuant to ARTICLE XXI CHANGE IN TERMS said agreement is hereby amended as follows:

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

MCC Engineering, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Jon McClain.

The name of the "LOCAL AGENCY" is as follows:

Tehama County, through its Department of Public Works

The Contract Administrator for LOCAL AGENCY will be Gabriel Hydrick, Chief Administrator.

ARTICLE IV PERFORMANCE PERIOD

A. This agreement shall go into effect on date of signing by LOCAL AGENCY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY's Contract Administrator. The AGREEMENT shall end **June 14, 2027**, unless terminated in accordance with ARTICLE VI. below.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT'S approved Cost Proposal (Attachment 1 attached hereto this amendment). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rate increases due to salary increases may be considered upon the issuance of a new Task Order. Rate increases will be evaluated for reasonableness and must be approved in advance by the Contract Administrator. These rates are not adjustable for the performance period set forth in the Task Order. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY's Contract Administrator of hard copy, itemized invoices, conforming with the CONSULTANT's approved Cost Proposal herein.

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: MCC Engineering, Inc.
Jon McClain PO Box 567
Palo Cedro, CA 96073
(530) 227-6082

LOCAL AGENCY: Tehama County
Gabriel Hydrick, Chief Administrator
727 Oak Street, Suite 202
Red Bluff, CA 96080

All other terms, conditions, and provisions of the Original Agreement shall remain unchanged.

The Original Agreement, Amendment No. 1, and this Amendment No. 2 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Original Agreement and all Attachments to the Original Agreement. The Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XXI CHANGE IN TERMS.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this agreement on the day and year set forth below.

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

GABRIEL HYDRICK
CHIEF ADMINISTRATOR,
COUNTY OF TEHAMA

Date: _____

MCC ENGINEERING, INC.

JON MCCLAIN
PRESIDENT, MCC ENGINEERING INC.

Date: _____

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant MCC ENGINEERING Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Project Management Services Contract No. Road Agreement No. 2022-7 Participation Amount \$ VAR Date 4/15/2025

For Combined Rate								
Fringe Benefit % + General & Administrative %	Safe Harbor Indirect Cost Rate Program (Total 110%)	=	110%	Combined ICR%				
OR								
For Home Office Rate								
Fringe Benefit % + General & Administrative %		=		Home Office ICR%				
For Field Office Rate								
Fringe Benefit % + General & Administrative %		=		Field Office ICR%				
Fee = 10%								

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Jon McClain – Project Manager *	\$193.20	Not Applicable	Not Applicable	01/01/2025	12/31/2025	\$83.64		
	\$198.03			01/01/2026	12/31/2026	\$85.73	2.5%	Not Applicable
	\$202.98			01/01/2027	12/31/2027	\$87.87	2.5%	
David Braithwaite – Senior Engineer*	\$193.20	Not Applicable	Not Applicable	01/01/2025	12/31/2025	\$83.64		
	\$198.03			01/01/2026	12/31/2026	\$85.73	2.5%	Not Applicable
	\$202.98			01/01/2027	12/31/2027	\$87.87	2.5%	
Jon Oldham – Environmental Specialist*	\$166.63	Not Applicable	Not Applicable	01/01/2025	12/31/2025	\$72.14		
	\$170.80			01/01/2026	12/31/2026	\$73.94	2.5%	Not Applicable
	\$175.07			01/01/2027	12/31/2027	\$75.79	2.5%	
Jerry Pogorelski – Financial Specialist*	\$136.29	Not Applicable	Not Applicable	01/01/2025	12/31/2025	\$59.00		
	\$139.69			01/01/2026	12/31/2026	\$60.47	2.5%	Not Applicable
	\$143.17			01/01/2027	12/31/2027	\$61.98	2.5%	
Dennis Russo – Assistant Engineer	\$108.68	Not Applicable	Not Applicable	01/01/2025	12/31/2025	\$47.05		
	\$111.39			01/01/2026	12/31/2026	\$48.23	2.5%	Not Applicable

	\$114.18			01/01/2027	12/31/2027	\$49.43	2.5%	
Brandon LaChance – Assistant Engineer (EIT)	\$115.49	Not Applicable	Not Applicable	01/01/2025	12/31/2025	\$50.00		
	\$118.38			01/01/2026	12/31/2026	\$51.25	2.5%	
	\$121.34			01/01/2027	12/31/2027	\$52.53	2.5%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MCC ENGINEERING Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. On-Call Project Management Services Contract No. Road Agreement No. 2022-7 Date 4/15/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs (Included in Billing Rates)	n/a		\$	\$
Equipment Rental and Supplies	n/a		\$	\$
Permit Fees	n/a		\$	\$
Plan Sheets	n/a		\$	\$
Test	n/a		\$	\$
Vehicle	n/a		\$	\$
Subconsultant 1:	n/a			\$
Subconsultant 2:	n/a			\$
Subconsultant 3:	n/a			\$
Subconsultant 4:	n/a			\$
Subconsultant 5:	n/a			\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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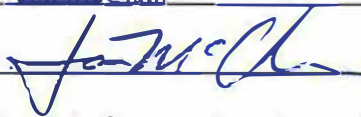
Certification of Direct Costs:

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.

Prime Consultant or Subconsultant Certifying:

Name: Jon McClain Title *: President
Signature:  Date of Certification (mm/dd/yyyy): 04/15/2025
Email: jmcclain@mccengineeringservices.com Phone Number: (530)227-6082
Address: P.O. Box 567 Palo Cedro CA. 96073

* 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:

- On-call engineering services including, but not limited to:
1. General project oversight
 2. Project development team meeting coordination
 3. Project Development coordination
 4. Compliance with federal, state, and local funding requirements
 5. Caltrans Local Assistance coordination
 6. Project fund programming and scheduling
 7. Construction management
 8. Project closeout
 9. Regulatory Agency Coordination
 10. Consultant oversight
 11. Technical review and project development support services
 12. Prepare for, attend, and present at community meetings as necessary