

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.56
(ID # 4142)

MEETING DATE:

Tuesday, July 25, 2017

FROM : TLMA-TRANSPORTATION:

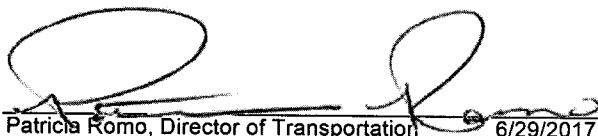
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

On-Call Engineering and Environmental Services Agreement with WKE, Inc., All Districts; [\$1,000,000 total]; Various Funding by Project. Local, State and Federal Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Engineering and Environmental Services Agreement with WKE, Inc.; and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management Agency, or his designee, to approve future extensions as provided for in the agreement; and
4. Authorize the Director of Transportation and Land Management Agency, or his designee, to approve no-cost time extensions to complete on-going tasks.

ACTION: Policy



Patricia Romo, Director of Transportation 6/29/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 500,000	\$ 1,000,000	
NET COUNTY COST				
SOURCE OF FUNDS: Varies by project. There are no General Funds used for these agreements.			Budget Adjustment:	No
			For Fiscal Year:	17/18 to 18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) periodically requires outside engineering and environmental services to deliver bridge and structure improvement projects identified and funded in the Transportation Improvement Program (TIP). In addition, selected consultants assist the County of Riverside (County) staff to review proposed land development and capital improvement projects involving bridges.

A Request for Qualifications (RFQ) was published on the Transportation Department's website, American Society of Civil Engineers' website, and the Press Enterprise newspaper to establish an on-call consultants list for providing Engineering and Environmental services for the Replacement of Hamner Avenue Bridge at Santa Ana River, the Replacement and Rehabilitation of Various County of Riverside Bridges, and the County Bridge Program. Ten firms submitted Statement of Qualifications (SOQ), which were carefully reviewed and evaluated by representatives of the County and the City of Norco. The selection panel selected 4 of the 10 firms to form the on-call consultant list. The short listed firms were requested to provide an oral presentation on the Hamner Avenue Bridge Replacement Project and were interviewed at that time in order to establish the final ranking for the project assignments according to the criteria in the RFQ.

The Transportation Department has a need to retain the services of the WKE, Inc., (WKE) from the on-call consultants list to perform engineering and environmental tasks for the replacement and/or rehabilitation of various County of Riverside bridges. Among the assignments scheduled for WKE are to provide Engineering and Environmental Services for the replacement of two small County bridges, Gilman Springs Road Bridge over Potrero Creek Bridge and Airport Boulevard Bridge over the Whitewater River.

The County has negotiated with WKE for staff billing rates to remain fixed through June 30, 2019. This contract is for an annual amount not to exceed \$500,000 each fiscal year for a two-year term. The County has the option to extend the contract for two additional one-year terms following the close of the initial two-year term. Funding for the services provided for each assignment will come from the respective project funds. Thus, no net County cost will be incurred as a result of this contract.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

County Counsel has approved the On-Call Engineering and Environmental Services Agreement as to legal form.

Impact on Residents and Businesses

On-call contracts provide the flexibility needed to engage the consultants, based on their expertise, to address critical bridge projects in the shortest period of time.

SUPPLEMENTAL:

Additional Fiscal Information

There are no General Funds money associated with this agreement. Funding varies by project. Funding sources include Federal Highway Bridge Program (HBP), Toll Credits, State Seismic Bond (Proposition 1B), Measure "A," Transportation Uniform Mitigation Fee (TUMF), Road and Bridge Benefit Districts, Federal and State grant funds, Gas Tax, developer contributions, and other local funds.

Contract History and Price Reasonableness

The Transportation Department has negotiated with WKE for staff billing rates to remain fixed through June 30, 2019. The billing rates in this contract is within the range of acceptable industry practice for the engineering services.

ATTACHMENTS:

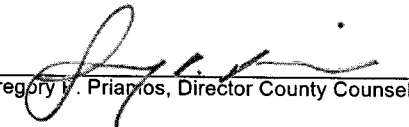
Agreement


Marsha Victor, Chief Deputy County Counsel

7/11/2017


Tina Grande, Principal Management Analyst

7/17/2017


Gregory V. Priamos, Director County Counsel

7/11/2017

Contract No. 17-D6-001
Riverside County Transportation

**ENGINEERING AND ENVIRONMENTAL
ON-CALL SERVICES CONTRACT**

for

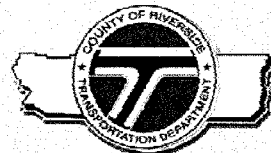
**Replacement and/or Rehabilitation of Various County of
Riverside Bridges**

between

County of Riverside • Transportation Department

and

WKE, Inc.



JUL 25 2017 356

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ENGINEERING ON-CALL SERVICES CONTRACT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and WKE, Inc. hereinafter referred to as "CONSULTANT", located at the following addresses:

County of Riverside • Transportation Department

WKE, Inc.

4080 Lemon Street, 8th Floor

400 Tustin Avenue, Suite 275

Riverside, CA 92501

Santa Ana, CA 92705

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT, and COUNTY activities shall be accomplished through a CONSULTING CONTRACT MANAGER, and a COUNTY CONTRACT ADMINISTRATOR.

The CONSULTING CONTRACT MANAGER for the CONSULTANT shall be:

Carlos Cadena, PE, Project Manager

The COUNTY CONTRACT ADMINISTRATOR for COUNTY shall be:

Tayfun Saglam, PE, County Project Manager, or his designee

ARTICLE II • DEFINITION OF TASK ORDERS

Services provided under this contract include performing engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for work assignments related to bridges and miscellaneous structures located throughout the COUNTY. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Task Orders to be negotiated and executed in the future as services are required. Task Orders shall be initiated at the request of the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each Task Order. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's billing rates. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and Land Management Agency, hereinafter referred to as "TLMA Director" and by the CONSULTING CONTRACT MANAGER or authorized designee's. All agents or subcontractors of CONSULTANT doing work for COUNTY shall sign an Independent Contractor Agreement, in a form prescribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any Task Order. All services and deliverables associated with the performance and accomplishment of the covenants described in approved

Task Orders is hereinafter collectively referred to as the "TASK ORDERS".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY may be working cooperatively with other agencies in the effort to complete TASK ORDERS and would generally be designated as the lead agency.

B. Cooperative Agencies

It is common for COUNTY to be working cooperatively with other agencies when performing services of the type that will be performed under this contract. The cooperating agencies will hereinafter be collectively referred to as the "AGENCIES".

C. COUNTY/AGENCIES Standards

All deliverables shall be prepared in accordance with the current COUNTY, Caltrans and/ or AGENCIES practices, regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration requirements. All deliverables are subject to review and approval by COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTING CONTRACT MANAGER or the COUNTY CONTRACT ADMINISTRATOR at the respective addresses provided on page one of this contract.

B. Assignment

Without written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

C. Subcontracts

1. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to

the CONSULTANT.

2. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's CONTRACT ADMINISTRATOR, except that, which is expressly identified in the approved Cost Proposal.
3. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
4. Any substitution of subconsultant(s) must be approved in writing by COUNTY's CONTRACT ADMINISTRATOR prior to the start of work by the subconsultant(s).
5. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
6. Regardless of the subcontract amount, CONSULTANT shall require all of its subcontractors to comply with the terms of this contract listed below in the same manner as required of CONSULTANT:
 - a. The indemnification of the COUNTY,
 - b. Requiring the same insurance of Subcontractors as required of CONSULTANT, and
 - c. Having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this contract requires CONSULTANT's insurance to name COUNTY as Additional Insured.

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto except for minor modifications as defined below.
2. Execution of individual TASK ORDERS is authorized under the terms of this contract and is not considered a modification. All TASK ORDERS must be approved in writing by the TLMA Director and by the CONSULTING CONTRACT MANAGER or authorized designees.
3. There shall be no change in the CONSULTING CONTRACT MANAGER or key members of the CONSULTANT's team without prior written approval by the COUNTY CONTRACT ADMINISTRATOR.
4. Modifications to the scope of services authorized under an approved TASK ORDER can be authorized by the COUNTY CONTRACT ADMINISTRATOR for work that is generally consistent with the approved

scope of services and does not require funding in excess of the amount approved for the TASK ORDER.

E. COUNTY Directives

CONSULTANT shall receive contract directions and interpretations as to TASK ORDERS from the COUNTY CONTRACT ADMINISTRATOR.

F. Liability

1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared under TASK ORDERS and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this contract.
2. The plans, designs, estimates, calculations, reports and/or other documents furnished in accordance with the TASK ORDERS shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for use.
3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.
4. COUNTY and CONSULTANT agree that plans, drawings or other work products prepared by CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were specifically designed. CONSULTANT shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by CONSULTANT.
5. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the intended project regardless of any disputes that may develop between CONSULTANT and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property

1 of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the project is executed or
2 not.

3 6. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,
4 shall act in an independent capacity as an independent contractor and not as officers, employees or
5 agents of COUNTY.

6 7. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
7 to achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
8 timelines; however, CONSULTANT shall also make themselves available during regular COUNTY
9 operating hours to fulfill any needed services to complete the PROJECT.

10 8. CONSULTANT has the right to perform services for other clients during the term of this contract as long
11 as such services are not in direct conflict with the services provided to COUNTY. CONSULTANT shall not
12 be allowed to perform design engineering services for utility companies regarding new utility installations
13 or utility relocations that become necessary as a result of the project assigned to the CONSULTANT in a
14 Task Order unless otherwise allowed in writing by the COUNTY CONTRACT ADMINISTRATOR.

15 9. CONSULTANT, and the agents and employees of CONSULTANT, shall not be entitled to and are not
16 eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance,
17 life insurance, retirement benefits, vacation or sick pay, or any other benefit, or compensation beyond that
18 which is set forth explicitly in this contract.

19 10. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
20 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
21 contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written
22 consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
23 meetings, conferences or other work of CONSULTANT.

G. Indemnification and Defense

24 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
25 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
26 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
27 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
28 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
29 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,

employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of CONSULTANT, which are not design professional services, CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.

2. CONSULTANT further agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any TASK ORDER.
3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of CONSULTANT.
4. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from the performance of services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.
5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
6. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil

Code sections 2782 and 2782.8.

H. Quality Control

CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents prepared under this contract. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY CONTRACT ADMINISTRATOR. All plans, calculations documents and other items submitted to the COUNTY CONTRACT ADMINISTRATOR for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

I. Value Engineering

1. Elements of each TASK ORDER may be considered for Value Engineering Studies. To this end, the COUNTY CONTRACT ADMINISTRATOR may direct the CONSULTANT to examine the various elements of a design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the need of detailed study and analysis.
2. CONSULTANT or its subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall not be used in the plans and specifications.

J. Extra Work

1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY CONTRACT ADMINISTRATOR.
2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY shall provide extra compensation to the CONSULTANT through the approval of a separate TASK ORDER package. Allowable compensation for approved extra work will be based on the provisions of the

approved TASK ORDER.

3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of this contract, an amendment to this contract providing for such compensation for Extra Work shall be issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both parties.

K. Disputes

1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract, CONSULTANT agrees to first consult with COUNTY CONTRACT ADMINISTRATOR regarding the dispute or objection and to take all appropriate action to protect the interests of COUNTY and the PROJECT, including promptly complying with COUNTY requests when time is of the essence.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
4. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
5. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of the contract.

L. Termination Cause

1. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
2. In the event of termination of the contract, upon demand, CONSULTANT shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to CONSULTANT in the performance of this contract. All such documents and materials shall be property of COUNTY.
3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services

performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

4. The maximum amount for which the Government shall be liable if this contract is terminated is \$500,000 dollars.

M. Termination for Lack of Performance

COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

N. Insurance

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S

performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this contract or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this contract, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this contract or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

4. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this contract and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this contract; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at

1 the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
2 eliminate such self-insured retention as respects this contract with the COUNTY, or 2) procure a bond
3 which guarantees payment of losses and related investigations, claims administration, and defense
4 costs and expenses.

5 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
6 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
7 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
8 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
9 and all attachments thereto, showing such insurance is in full force and effect. Further, said
10 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
11 (30) days written notice shall be given to the County of Riverside prior to any material modification,
12 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
13 modification, cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith,
14 unless the County of Riverside receives, prior to such effective date, another properly executed
15 original Certificate of Insurance and original copies of endorsements or certified original policies,
16 including all endorsements and attachments thereto evidencing coverage's set forth herein and the
17 insurance required herein is in full force and effect. CONSULTANT shall not commence operations
18 until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies
19 of endorsements and if requested, certified original policies of insurance including all endorsements
20 and any and all other attachments as required in this Section. An individual authorized by the
21 insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the
22 Certificate of Insurance.

23 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
24 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
25 retention's or self-insured programs shall not be construed as contributory.

26 e. If, during the term of this contract or any extension thereof, there is a material change in the scope of
27 services; or, there is a material change in the equipment to be used in the performance of the scope
28 of work; or, the term of this contract, including any extensions thereof, exceeds five (5) years; the
29 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
required under this contract, if in the County Risk Manager's reasonable judgment, the amount or

- 1 type of insurance carried by the CONSULTANT has become inadequate.
- 2 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
- 3 subconsultants working under this contract.
- 4 g. The insurance requirements contained in this contract may be met with a program(s) of self-insurance
- 5 acceptable to the COUNTY.
- 6 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
- 7 may give rise to a claim arising from the performance of this contract.

8 **O. Conflict of Interest**

- 9 1. CONSULTANT warrants, by execution of this contract, that no person or selling agency has been
- 10 employed or retained to solicit or secure this contract upon an agreement or understanding for a
- 11 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
- 12 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
- 13 business. For breach or violation of this warranty, COUNTY has the right to annul this contract without
- 14 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
- 15 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
- 16 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
- 17 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a
- 18 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
- 19 requested to do so by COUNTY.
- 20 2. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have
- 21 an impact upon the outcome of this contract, or any ensuing COUNTY construction project.
- 22 CONSULTANT shall also list current clients who may have a financial interest in the outcome of this
- 23 contract, or any ensuing COUNTY construction project, which will follow.
- 24 3. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business
- 25 interest that would conflict with the performance of services under this contract.
- 26 4. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will
- 27 bid on any construction contract, or on any contract to provide construction inspection for any
- 28 construction project resulting from this contract. An affiliated firm is one, which is subject to the control of
- 29 the same persons through joint-ownership, or otherwise.
5. Except for subconsultants whose services are limited to providing surveying or materials testing

information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

6. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

P. Legal Compliance

CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance of this contract, including, without limitation, workers' compensation laws and licensing and regulations.

Q. Nondiscrimination

1. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
2. CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,

CONSULTANT shall so certify to COUNTY or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.

3. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:

- Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- Cancellation, termination, or suspension of the contract in whole or in part.

4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

6. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

7. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and

ordinances applicable to the work.

3. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
4. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
5. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT

and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

6. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
7. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

S. Review and Inspection

CONSULTANT and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect contract activities including review and inspection on a daily basis.

T. Record Retention / Audits

1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.
2. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's

1 work papers including making copies as necessary. The contract, cost proposal, and ICR shall be
2 adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or
3 review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit
4 report shall be incorporated into the contract by this reference if directed by COUNTY at its sole
5 discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that
6 the federal, state or local governments have access to CPA work papers, will be considered a breach of
7 contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

8
9 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

10 CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or
11 other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation
12 of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to
13 pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise
14 recover the full amount of such rebate, kickback or other unlawful consideration.

15 **V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying**

16 1. CONSULTANT certifies to the best of his or her knowledge and belief that:

- 17 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
18 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any
19 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
20 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
21 Congress, in connection with the awarding of any state or federal contract; the making of any state or
22 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
23 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
24 grant, loan, or cooperative agreement.
- 25 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
26 influencing or attempting to influence an officer or employee of any federal agency; a Member of
27 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
28 connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall
29 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

W. Ownership of Data

Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

X. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY or AGENCIES, and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES relating to the contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY, Agency or CONSULTANT's staff that are involved with the project, unless CONSULTANT shall be requested by COUTY to attend a public hearing or respond to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

Y. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local

agencies.

2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the TASK ORDERS. In addition, this contract is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

Z. Debarment and Suspension Certification

1. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
2. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This contract shall go into effect on July 25, 2017, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY CONTRACT ADMINISTRATOR. The contract shall end on June 30, 2019, unless extended by contract amendment.
2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until

the proposed contract is fully executed and approved by COUNTY.

3. The period of performance for each specific project shall be in accordance with the TASK ORDER for that project. If work on a TASK ORDER is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.
4. CONSULTANT shall perform TASK ORDER services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and in accordance with the terms specifically set forth for each TASK ORDER.
5. The period of performance for TASK ORDERS shall be in accordance with dates specified in the TASK ORDER. No TASK ORDER will be written which extends beyond the expiration date of this contract.
6. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
7. When COUNTY determines that CONSULTANT has satisfactorily completed the TASK ORDER services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
8. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing TASK ORDER services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT its civil legal remedies in the event of a dispute.
3. TASK ORDERS may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

C. Reporting Progress

To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

1. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY CONTRACT ADMINISTRATOR. No payment will be made prior to approval or for any work performed prior to approval of this contract.
2. A TASK ORDER is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a TASK ORDER for that project has been executed by the COUNTY.

B. Basis of Compensation

1. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal in Appendix C. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
2. The total amount payable by COUNTY for an individual TASK ORDER shall not exceed the amount agreed to in the TASK ORDER.
3. The total amount payable by COUNTY for all TASK ORDERS resulting from this contract shall not exceed \$1,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through TASK ORDERS.
4. Specific projects will be assigned to CONSULTANT through issuance of TASK ORDERS.
5. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft TASK ORDER; less the cost estimate. A draft TASK ORDER will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft TASK ORDER will be delivered to CONSULTANT for review.

1 CONSULTANT shall return the draft TASK ORDER within ten (10) calendar days along with a Cost
2 Estimate, including a written estimate of the number of hours and hourly rates per staff person, any
3 anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has
4 been reached on the negotiable items and total cost; the finalized TASK ORDER shall be signed by both
5 COUNTY and CONSULTANT.

- 6 6. TASK ORDERS may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of
7 compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's
8 Cost Proposal.
- 9 7. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the
10 approved Cost Proposal.
- 11 8. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain
12 prior written approval for a revised milestone cost estimate from the COUNTY CONTRACT
13 ADMINISTRATOR before exceeding such estimate.
- 14 9. Prior authorization in writing, by COUNTY's CONTRACT ADMINISTRATOR shall be required before
15 CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for
16 supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the
17 necessity or desirability of incurring such costs.
- 18 10. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and
19 exceeding \$5,000 prior authorization by COUNTY's CONTRACT ADMINISTRATOR; three competitive
20 quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 21 11. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall
22 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
23 useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment
24 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the
25 conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment
26 and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price
27 obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit
28 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
29 market value shall be determined at CONSULTANT's expense, on the basis of a competent independent
appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by

COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

12. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed TASK ORDER.

13. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

14. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

15. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

16. CONSULTANT also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.

17. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

18. All subcontracts in excess of \$25,000 shall contain the above provisions.

C. Progress Payments

1. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S CONTRACT ADMINISTRATOR of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each TASK ORDER. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the TASK ORDER. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and TASK ORDER number. Credits due to the COUNTY that include any equipment purchased under the provisions of Article VI, Compensation of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be

1 mailed to COUNTY's Contract Administrator at the following address:

2 TLMA Accounts Payable

3 Tayfun Saglam, PE, County Project Manager

4 PO BOX 1605

5 Riverside, CA 92502

- 6 2. CONSULTANT shall submit separate invoices for each TASK ORDER in accordance with Appendix C,
7 Budget, the executed TASK ORDER, and in accordance with COUNTY Engineering Services Invoicing
8 Procedures.
- 9 3. Progress payments for each TASK ORDER will be made monthly in arrears based on services provided
10 and actual costs incurred.
- 11 4. Invoices shall be submitted to the COUNTY CONTRACT ADMINISTRATOR.
- 12 5. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
13 CONTRACT ADMINISTRATOR of itemized invoices.
- 14 6. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a
15 TASK ORDER, no payment will be made until the deliverable has been satisfactorily completed.

16 **ARTICLE VII • GIS INFORMATION**

- 17 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
18 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
19 pursuant to this contract.
- 20 B. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of
21 the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
22 CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
23 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
24 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
25 ownership of COUNTY GIS information.
- 26 C. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
27 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this contract and
28 as described within the Scope of Services or authorized TASK ORDERS.
- 29 D. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of

COUNTY GIS information.

- E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- G. Final plans, drawings or other work product will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be geographically registered using a appropriate coordinate system such as the California State Plane Coordinate System NAD 83.

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

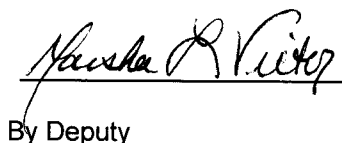
 Dated: 6/27/17

PATRICIA ROMO

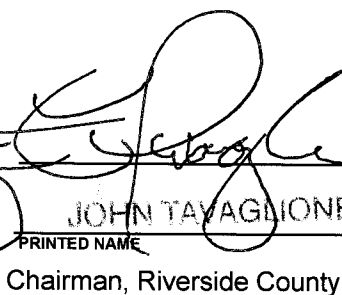
DIRECTOR OF TRANSPORTATION

APPROVED AS TO FORM:

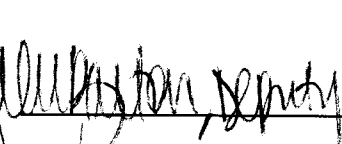
GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 6/11/17
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

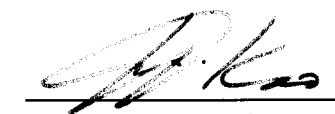
 Dated: JUL 25 2017
JOHN TAVAGLIONE
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:


 Dated: JUL 25 2017
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

 Dated: 12/8/16
W. Koo
PRINTED NAME
President
TITLE

CONSULTANT:

 Dated: 12/8/16
CARLOS CADENA
PRINTED NAME
Vice President
TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract include performing engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for work assignments related to bridges and miscellaneous structures located throughout the COUNTY. CONSULTANT will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

B. COORDINATION

CONSULTANT may be required to coordinate with other involved agencies. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Utility Companies

All meetings with outside agencies will be scheduled by CONSULTANT with approval of COUNTY.

C. STANDARDS

The preliminary plans, technical reports, and environmental documents shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. Caltrans guidelines for the technical studies and the environmental document will follow the guidance available as of contract date. The technical reports prepared to support the environmental documents will follow the format for Caltrans Project Reports. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT will prepare fact sheets for County approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

1. Environmental

The procedures to be followed and the content of the environmental surveys, environmental technical reports and environmental documents are set forth in CALTRANS Project Development Procedures Manual (PDPM), CALTRANS Environmental Handbook, CALTRANS Transportation Laboratory technical manuals for environmental studies, FHWA's Technical Advisory T6640.8A and on CALTRANS Standard Environmental

Reference (SER) at the CALTRANS website.

Federal and State requirements for environmental analysis and impact assessment, as set forth in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other applicable Federal and State regulations, must be satisfied.

2. Preliminary Survey/Aerial Topographical Mapping

All preliminary surveys and aerial mapping shall be performed by COUNTY. If for some reason COUNTY cannot perform preliminary surveys and aerial mapping, CONSULTANT will be asked to perform these tasks.

3. Design

The design standards used for any project should equal or exceed the minimum standards given in Caltrans Local Assistance Procedures Manual (LAPM), Chapter 11, Design Standards. Taking into account costs, traffic volumes, traffic and safety benefits, right of way, socio- economic; and environmental impacts allows for the use of lower standards only when such use best satisfies the given situation. All exceptions from accepted standards shall be justified, documented and retained in the project files.

- Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions and/or COUNTY Road Standards as appropriate.
- Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement.
- All bridges located in the unincorporated COUNTY area shall be designed in accordance with the current edition of the Caltrans Bridge Design Specifications manual available at this website:
<http://www.dot.ca.gov/hq/esc/techpubs/>
- Microstation (compatible with current County version) software will be used for plan preparation.

4. Project Files

Project files shall be indexed in accordance with CALTRANS Project Development Uniform File System.

D. KEY PERSONNEL

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY CONTRACT ADMINISTRATOR has been secured. The key personnel for performance on this contract is:

Name	Position
Carlos Cadena, PE	Project Manager
Wei Koo, SE	Structures Lead
Brian Calvert	Environmental Lead

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

The CONSULTING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT ADMINISTRATOR and other effected agencies to promote effective coordination during the course of working on assignment.

B. COST ACCOUNTING

The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment. Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every month.

C. SCHEDULING

Schedules will be prepared for each specific assignment.

ARTICLE AIII • SCOPE OF WORK

The scope of work for this contract is to provide engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for bridges and miscellaneous structures related TASK ORDERS throughout the COUNTY. Services will be performed at the request of the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each WORK ASSIGNMENT. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT 's billing rates as provided in Appendix C. Each TASK ORDER shall be memorialized in writing and approved by the TLMA Director and by the CONSULTING CONTRACT MANAGER or authorized designees. The yearly sum of the authorized budget for CONSULTANT 's TASK ORDERS shall not exceed the maximum annual amount as defined in Appendix C.

The CONSULTANT may be required to provide engineering and environmental on-call services that include but are not limited to the following:

A. ENGINEERING TASKS

1. Perform planning studies.
2. Perform traffic impact studies.
3. Prepare Grant funding applications.
4. Perform drainage analysis and prepare hydrology reports.
5. Perform quantity take offs and prepare engineer estimates.
6. Prepare bridge plans and specifications.
7. Prepare roadway/highway engineering plans and specifications.
8. Structural Plans and specifications.
9. Prepare landscaping plans and specifications.
10. Prepare NPDES erosion control plans/ WQMP implementation plans.
11. Prepare Right-of-way requirement maps.
12. Perform utility coordination activities.
13. Prepare engineering land surveys.
14. Perform public outreach.
15. Provide support during the construction phase of the project.
16. Provide other bridge and structural engineering related professional services as required, such as, reviewing bridge planning studies, Type Selection Reports, as well as all progress submittals for bridge Plans, Specifications, and Estimates (PS&E) prepared as part of various Development and Capital Improvement projects for compliance with guidelines, constructability, and Quality Assurance.

B. ENVIROMENTAL TASKS

1. Prepare NEPA and CEQA environmental documents to comply with the Federal and State regulations.
2. Prepare all environmental technical studies.
3. Perform all environmental surveys.
4. Prepare any environmental report as needed.
5. Prepare Water Quality Management Plan.
6. Provide any other environmental related professional services as required.

APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by June 30, 2019, unless extended by a supplemental agreement. Extensions, if granted, shall be made in 1 year increments up to a total of two years with Board authorization. Deliverables schedules will be prepared for each specific Task Order that CONSULTANT is assigned.

Satisfactory performance and completion of the services under this contract shall be compensated based upon the Fee Schedule outlined below and based on a negotiated budget for each specific TASK ORDER.

COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work in accordance with the attached Fee Schedule. Actual costs for a TASK ORDER shall not exceed the estimated costs. If actual costs exceed the estimated costs, a new separate TASK ORDER and associated fee must be authorized for the additional services. The sum of the TASK ORDERS authorized during each year shall not exceed the maximum annual amount.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the billing rates provided in ARTICLE CV • BILLING RATES. CONSULTANT shall obtain prior written authorization from COUNTY CONTRACT ADMINISTRATOR on billing rates for staff positions not listed in ARTICLE CV BILLING RATES.

B. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be reimbursed at the rates defined in each TASK ORDER, or at actual invoiced cost.

Travel by air and travel in excess of 100 miles from CONSULTANT's office nearest to COUNTY's office must have COUNTY's prior written approval to be reimbursed under this Contract.

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the negotiated cost proposal for each TASK ORDER.

ARTICLE CII • INVOICING

ENGINEER shall submit invoices in accordance with the Engineering and Environmental On-Call Services Contract ARTICLE VI • COMPENSATION and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY CONTRACT ADMINISTRATOR.
2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's monthly invoice submittals and shall be in conformance with the COUNTY Engineering and

Environmental On-Call Services Invoicing Procedures.

3. The charges for each individual assigned under this Contract shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc. CONSULTANT is not required to submit substantiating documentation for charges (of any one item) below \$500.00. However, CONSULTANT shall retain such documentation ready to present if required by project audits.
5. Each invoice shall bear a certification signed by the CONSULTING CONTRACT MANAGER or an officer of the firm, which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIII • PAYMENT

Progress payments shall be made in accordance with the Engineering Services Contract ARTICLE VI • COMPENSATIONS.

ARTICLE CIV • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$1,000,000 unless approved in writing by COUNTY.

Annual Budget Amounts...

Year	Amount
Contract Execution Date to June 30, 2018	\$500,000
July 1, 2018 to June 30, 2019	\$500,000
July 1, 2019 to June 30, 2020	\$500,000 Requires TLMA Director or Board Approval
July 1, 2020 to June 30, 2021	\$500,000 Requires TLMA Director or Board Approval

ARTICLE CV • BILLING RATES

Billing Rates are given below and are subject to the following:

A. PREMIUM OVERTIME

Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. BILLING RATES

Billing Rates shown herein are in effect for two years following the effective date of the contract. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the TLMA Director, or his designee.

**Exhibit 10 H - COST PROPOSAL
ON-CALL CONTRACT**

WKE, Inc.

Company: WKE, Inc.

Contract No.: _____

Date: 9/12/2016

NORMAL	Fringe Benefit %	38.04%	Overhead %	85.44%	+	General Administration %	0.00%	Combined %	123.48%
OVERTIME		38.04%		85.44%	+		0.00%		123.48%
			FEE %	10.00%					

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Carlos Cadena - Project Manager	\$254.38	\$254.38	07/01/16	06/30/19		\$103.48	Not Applicable
Vice President							
Wei Koo - Engineering/Structural Lead	\$235.95	\$235.95	07/01/16	06/30/19		\$95.98	Not Applicable
President							
Dan Weddell	\$203.00	\$203.00	07/01/16	06/30/19		\$82.58	Not Applicable
QA/QC Engineer	\$205.93	\$205.93	07/01/16	06/30/19		\$83.77	
Senior Engineer	\$200.40	\$200.40	07/01/16	06/30/19		\$81.52	
Project Engineer	\$170.70	\$170.70	07/01/16	06/30/19		\$69.44	
Engineer II	\$105.93	\$105.93	07/01/16	06/30/19		\$43.09	

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

WKE, Inc.

Company: WKE, Inc.

Contract No.: _____

Date: 9/12/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	38.04%	85.44% +	0.00%	123.48%
OVERTIME	38.04%	85.44% +	0.00%	123.48%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Engineer I	\$81.39	\$81.39	07/01/16	06/30/19		\$33.11	
Technician/Drafter	\$86.04	\$129.06	07/01/16	06/30/19		\$35.00	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (FIRM NAME)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel								
A. Travel	mi	IRS rate						
B. Flight to Sacramento	ea	Cost						
C. Car Rental	day	Cost						
Plots/Reproductions								
A. Printings (11 x 17)	ea	Cost						
B. 22x34	ea	Cost						
C. 8-1.2 x 11	ea	Cost						
Mailings								
A. Overnight Mail	ea	Cost						
B. Same Day Delivery	ea	Cost						

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL
ON-CALL CONTRACT

Company: Moffatt & Nichol

Contract No.: _____

Date: 7/25/2016

NORMAL	Fringe Benefit %	Overhead %	General Administration %	Combined %
	55.56%	131.56% +	0.00%	187.12%
OVERTIME	55.56%	131.56% +	0.00%	187.12%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Gary Antonucci	\$321.74	\$321.74	07/01/16	06/30/17		\$101.87	
	\$321.74	\$321.74	07/01/17	06/30/18	0.00%	\$101.87	
	\$321.74	\$321.74	07/01/18	06/30/19	0.00%	\$101.87	
Supervisory Engineer	\$246.35	\$246.35	07/01/16	06/30/17		\$78.00	
	\$246.35	\$246.35	07/01/17	06/30/18	0.00%	\$78.00	
	\$246.35	\$246.35	07/01/18	06/30/19	0.00%	\$78.00	
Senior Engineer	\$216.55	\$216.55	07/01/16	06/30/17		\$68.57	
	\$216.55	\$216.55	07/01/17	06/30/18	0.00%	\$68.57	
	\$216.55	\$216.55	07/01/18	06/30/19	0.00%	\$68.57	
Engineer III	\$199.51	\$199.51	07/01/16	06/30/17		\$63.17	
	\$199.51	\$199.51	07/01/17	06/30/18	0.00%	\$63.17	
	\$199.51	\$199.51	07/01/18	06/30/19	0.00%	\$63.17	
Engineer II	\$175.45	\$175.45	07/01/16	06/30/17		\$55.55	
	\$175.45	\$175.45	07/01/17	06/30/18	0.00%	\$55.55	
	\$175.45	\$175.45	07/01/18	06/30/19	0.00%	\$55.55	
Engineer I	\$155.40	\$155.40	07/01/16	06/30/17		\$49.20	
	\$155.40	\$155.40	07/01/17	06/30/18	0.00%	\$49.20	
	\$155.40	\$155.40	07/01/18	06/30/19	0.00%	\$49.20	
Engineer	\$135.81	\$135.81	07/01/16	06/30/17		\$43.00	
	\$135.81	\$135.81	07/01/17	06/30/18	0.00%	\$43.00	
	\$135.81	\$135.81	07/01/18	06/30/19	0.00%	\$43.00	
Staff Engineer	\$123.31	\$184.97	07/01/16	06/30/17		\$39.04	
	\$123.31	\$184.97	07/01/17	06/30/18	0.00%	\$39.04	

Exhibit 10 H - COST PROPOSAL **ON-CALL CONTRACT**

Company: Moffatt & Nichol

Contract No.: _____

Date: 7/25/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	55.56%	131.56% +	0.00%	187.12%
OVERTIME	55.56%	131.56% +	0.00%	187.12%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
	\$123.31	\$184.97	07/01/18	06/30/19	0.00%	\$39.04	
Senior Technician	\$170.43	\$170.43	07/01/16	06/30/17		\$53.96	
	\$170.43	\$170.43	07/01/17	06/30/18	0.00%	\$53.96	
	\$170.43	\$170.43	07/01/18	06/30/19	0.00%	\$53.96	
Designer	\$160.41	\$240.61	07/01/16	06/30/17		\$50.79	
	\$160.41	\$240.61	07/01/17	06/30/18	0.00%	\$50.79	
	\$160.41	\$240.61	07/01/18	06/30/19	0.00%	\$50.79	
CADD II	\$126.32	\$189.48	07/01/16	06/30/17		\$40.00	
	\$126.32	\$189.48	07/01/17	06/30/18	0.00%	\$40.00	
	\$126.32	\$189.48	07/01/18	06/30/19	0.00%	\$40.00	
CADD I	\$100.25	\$150.38	07/01/16	06/30/17		\$31.74	
	\$100.25	\$150.38	07/01/17	06/30/18	0.00%	\$31.74	
	\$100.25	\$150.38	07/01/18	06/30/19	0.00%	\$31.74	
Word Processing	\$100.25	\$150.38	07/01/16	06/30/17		\$31.74	
	\$100.25	\$150.38	07/01/17	06/30/18	0.00%	\$31.74	
	\$100.25	\$150.38	07/01/18	06/30/19	0.00%	\$31.74	
General Clerical	\$79.20	\$118.80	07/01/16	06/30/17		\$25.08	
	\$79.20	\$118.80	07/01/17	06/30/18	0.00%	\$25.08	
	\$79.20	\$118.80	07/01/18	06/30/19	0.00%	\$25.08	
Principal Engineer	\$267.29	\$267.29	07/01/16	06/30/17		\$84.63	
	\$267.29	\$267.29	07/01/17	06/30/18	0.00%	\$84.63	
	\$267.29	\$267.29	07/01/18	06/30/19	0.00%	\$84.63	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (M&N)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel			Travel					
A. Travel	mi	IRS rate	Company auto	mi	IRS rate			
B. Flight to Sacramento	ea	Cost	Rental vehicle		cost			
C. Car Rental	day	Cost	Airfare		cost			
			Meals and Lodging		Cal HR			
Plots/Reproductions			Plots/Reproductions					
A. Printings (11 x 17)	ea	Cost	Mylar B/W	sf	Cost			
B. 22x34	ea	Cost	Color Plots	sf	Cost			
C. 8-1.2 x 11	ea	Cost	Vellum Plots B/W	sf	Cost			
			Bond Plots	sf	Cost			
Mailings			Drawing Reproduction		Cost			
A. Overnight Mail	ea	Cost	Document Reproduction	sheet	Cost			
B. Same Day Delivery	ea	Cost						
			Outside Reproduction		Cost			
			Subcontracts or Outside Service		Cost			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**ENGINEERING AND ENVIRONMENTAL ON-CALL SERVICES CONTRACT FOR REPLACEMENT AND/OR REHABILITATION OF
VARIOUS COUNTY OF RIVERSIDE BRIDGES**

**SPECIFIC RATE OF COMPENSATION
COST PROPOSAL**

PRIME: WKE, INC.

SUBCONSULTANT: ICF Jones & Stokes, Inc.
(Note: Mark-ups are Not Allowed.)

Contract No.:

Date: 9/14/2016

	Fringe Benefit %		Overhead %		General Administration %		Combined Indirect Cost Rate (ICR) %
NORMAL	34.38%	+	126.42%	+	8.70%	=	169.50%
On-Call	10.60%	+	66.91%	+	2.61%	=	80.12%
	(= 0% if included in OH)		(= 0% if included in OH)		(= 0% if included in OH)		

FEE % = 10.00%

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of Hourly Rate		Actual or Average Hourly Rate ³	% or \$ Increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Brian Calvert	\$250.11	--	--	07/01/16	06/30/17	\$84.37		Not Applicable
Project Director	\$250.11	--	--	07/01/17	06/30/18	\$84.37	0%	
	\$250.11	--	--	07/01/18	06/30/19	\$84.37	0%	
Mario Anaya	\$107.88	--	--	07/01/16	06/30/17	\$36.39		Not Applicable
Senior Consultant II	\$107.88	--	--	07/01/17	06/30/18	\$36.39	0%	
	\$107.88	--	--	07/01/18	06/30/19	\$36.39	0%	
Keturah Anderson	\$161.57	--	--	07/01/16	06/30/17	\$54.50		Not Applicable
Senior Consultant II	\$161.57	--	--	07/01/17	06/30/18	\$54.50	0%	
	\$161.57	--	--	07/01/18	06/30/19	\$54.50	0%	
Stephen Bryne	\$135.42	--	--	07/01/16	06/30/17	\$45.68		Not Applicable
Senior Consultant III	\$135.42	--	--	07/01/17	06/30/18	\$45.68	0%	
	\$135.42	--	--	07/01/18	06/30/19	\$45.68	0%	
David Buehler	\$230.73	--	--	07/01/16	06/30/17	\$77.83		Not Applicable
Project Director	\$230.73	--	--	07/01/17	06/30/18	\$77.83	0%	
	\$230.73	--	--	07/01/18	06/30/19	\$77.83	0%	
Andrew Bursan	\$93.56	--	--	07/01/16	06/30/17	\$31.56		Not Applicable
Senior Consultant I	\$93.56	--	--	07/01/17	06/30/18	\$31.56	0%	
	\$93.56	--	--	07/01/18	06/30/19	\$31.56	0%	
Brittany Buscombe	\$119.59	--	--	07/01/16	06/30/17	\$40.34		Not Applicable
Senior Consultant I	\$119.59	--	--	07/01/17	06/30/18	\$40.34	0%	
	\$119.59	--	--	07/01/18	06/30/19	\$40.34	0%	
Saadia Byram	\$91.99	--	--	07/01/16	06/30/17	\$31.03		Not Applicable
Associate Consultant I	\$91.99	--	--	07/01/17	06/30/18	\$31.03	0%	
	\$91.99	--	--	07/01/18	06/30/19	\$31.03	0%	
Namrata Cariapa	\$133.22	--	--	07/01/16	06/30/17	\$44.94		Not Applicable
Senior Consultant II	\$133.22	--	--	07/01/17	06/30/18	\$44.94	0%	
	\$133.22	--	--	07/01/18	06/30/19	\$44.94	0%	
Ken Cherry	\$104.47	--	--	07/01/16	06/30/17	\$35.24		Not Applicable
Associate Consultant I	\$104.47	--	--	07/01/17	06/30/18	\$35.24	0%	
	\$104.47	--	--	07/01/18	06/30/19	\$35.24	0%	
Karolina Chmiel	\$93.56	--	--	07/01/16	06/30/17	\$31.56		Not Applicable
Senior Consultant I	\$93.56	--	--	07/01/17	06/30/18	\$31.56	0%	
	\$93.56	--	--	07/01/18	06/30/19	\$31.56	0%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of Hourly Rate		Actual or Average Hourly Rate ³	% or \$ Increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Keith Cooper	\$183.68	--	--	07/01/16	06/30/17	\$61.96		Not Applicable
Sr Technical Analyst	\$183.68	--	--	07/01/17	06/30/18	\$61.96	0%	
	\$183.68	--	--	07/01/18	06/30/19	\$61.96	0%	
Karen Crawford	\$166.25	--	--	07/01/16	06/30/17	\$56.08		Not Applicable
Project Director	\$166.25	--	--	07/01/17	06/30/18	\$56.08	0%	
	\$166.25	--	--	07/01/18	06/30/19	\$56.08	0%	
Shannon Crossen	\$123.23	--	--	07/01/16	06/30/17	\$41.57		Not Applicable
Senior Consultant I	\$123.23	--	--	07/01/17	06/30/18	\$41.57	0%	
	\$123.23	--	--	07/01/18	06/30/19	\$41.57	0%	
David Duncan	\$82.92	--	--	07/01/16	06/30/17	\$27.97		Not Applicable
Associate Consultant III	\$82.92	--	--	07/01/17	06/30/18	\$27.97	0%	
	\$82.92	--	--	07/01/18	06/30/19	\$27.97	0%	
Jessica Feldman	\$128.36	--	--	07/01/16	06/30/17	\$43.30		Not Applicable
Senior Consultant II	\$128.36	--	--	07/01/17	06/30/18	\$43.30	0%	
	\$128.36	--	--	07/01/18	06/30/19	\$43.30	0%	
Peter Feldman	\$102.93	--	--	07/01/16	06/30/17	\$34.72		Not Applicable
Senior Consultant II	\$102.93	--	--	07/01/17	06/30/18	\$34.72	0%	
	\$102.93	--	--	07/01/18	06/30/19	\$34.72	0%	
Marisa Flores	\$101.65	--	--	07/01/16	06/30/17	\$34.29		Not Applicable
Senior Consultant I	\$101.65	--	--	07/01/17	06/30/18	\$34.29	0%	
	\$101.65	--	--	07/01/18	06/30/19	\$34.29	0%	
Lisa Franklin	\$83.07	--	--	07/01/16	06/30/17	\$28.02		Not Applicable
Senior Consultant I	\$83.07	--	--	07/01/17	06/30/18	\$28.02	0%	
	\$83.07	--	--	07/01/18	06/30/19	\$28.02	0%	
Jon Peter Hardie	\$149.41	--	--	07/01/16	06/30/17	\$50.40		Not Applicable
Senior Consultant III	\$149.41	--	--	07/01/17	06/30/18	\$50.40	0%	
	\$149.41	--	--	07/01/18	06/30/19	\$50.40	0%	
Jonathan Higginson	\$143.90	--	--	07/01/16	06/30/17	\$48.54		Not Applicable
Senior Consultant III	\$143.90	--	--	07/01/17	06/30/18	\$48.54	0%	
	\$143.90	--	--	07/01/18	06/30/19	\$48.54	0%	
Elizabeth Hilton	\$102.28	--	--	07/01/16	06/30/17	\$34.50		Not Applicable
Senior Consultant II	\$102.28	--	--	07/01/17	06/30/18	\$34.50	0%	
	\$102.28	--	--	07/01/18	06/30/19	\$34.50	0%	
Gregory Hoisington	\$148.23	--	--	07/01/16	06/30/17	\$50.00		Not Applicable
Managing Consultant	\$148.23	--	--	07/01/17	06/30/18	\$50.00	0%	
	\$148.23	--	--	07/01/18	06/30/19	\$50.00	0%	
Elizabeth Irvin	\$115.17	--	--	07/01/16	06/30/17	\$38.85		Not Applicable
Associate Consultant I	\$115.17	--	--	07/01/17	06/30/18	\$38.85	0%	
	\$115.17	--	--	07/01/18	06/30/19	\$38.85	0%	
Will Kohn	\$119.32	--	--	07/01/16	06/30/17	\$40.25		Not Applicable
Senior Consultant II	\$119.32	--	--	07/01/17	06/30/18	\$40.25	0%	
	\$119.32	--	--	07/01/18	06/30/19	\$40.25	0%	
Jeff Markwardt	\$118.31	--	--	07/01/16	06/30/17	\$39.91		Not Applicable
Admin Mgmt	\$118.31	--	--	07/01/17	06/30/18	\$39.91	0%	
	\$118.31	--	--	07/01/18	06/30/19	\$39.91	0%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of Hourly Rate		Actual or Average Hourly Rate ³	% or \$ Increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
John Mathias	\$94.92	--	--	07/01/16	06/30/17	\$32.02		Not Applicable
Assistant Consultant	\$94.92	--	--	07/01/17	06/30/18	\$32.02	0%	
	\$94.92	--	--	07/01/18	06/30/19	\$32.02	0%	
Michelle Mattson	\$188.10	--	--	07/01/16	06/30/17	\$63.45		Not Applicable
Managing Consultant	\$188.10	--	--	07/01/17	06/30/18	\$63.45	0%	
	\$188.10	--	--	07/01/18	06/30/19	\$63.45	0%	
Matt McFalls	\$128.27	--	--	07/01/16	06/30/17	\$43.27		Not Applicable
Senior Consultant II	\$128.27	--	--	07/01/17	06/30/18	\$43.27	0%	
	\$128.27	--	--	07/01/18	06/30/19	\$43.27	0%	
Jenelle Mountain-Castro	\$87.57	--	--	07/01/16	06/30/17	\$29.54		Not Applicable
Assistant Consultant	\$87.57	--	--	07/01/17	06/30/18	\$29.54	0%	
	\$87.57	--	--	07/01/18	06/30/19	\$29.54	0%	
Daniel Paul	\$128.30	--	--	07/01/16	06/30/17	\$43.28		Not Applicable
Senior Consultant II	\$128.30	--	--	07/01/17	06/30/18	\$43.28	0%	
	\$128.30	--	--	07/01/18	06/30/19	\$43.28	0%	
Mari Piantka	\$148.60	--	--	07/01/16	06/30/17	\$75.00		Not Applicable
Senior Consultant II	\$148.60	--	--	07/01/17	06/30/18	\$75.00	0%	
ON-CALL	\$148.60	--	--	07/01/18	06/30/19	\$75.00	0%	
Phil Richards	\$133.73	--	--	07/01/16	06/30/17	\$45.11		Not Applicable
Senior Consultant II	\$133.73	--	--	07/01/17	06/30/18	\$45.11	0%	
	\$133.73	--	--	07/01/18	06/30/19	\$45.11	0%	
Laura Rocha	\$153.24	--	--	07/01/16	06/30/17	\$51.69		Not Applicable
Managing Consultant	\$153.24	--	--	07/01/17	06/30/18	\$51.69	0%	
	\$153.24	--	--	07/01/18	06/30/19	\$51.69	0%	
Mark Robinson	\$170.28	--	--	07/01/16	06/30/17	\$57.44		Not Applicable
Sr Technical Analyst	\$170.28	--	--	07/01/17	06/30/18	\$57.44	0%	
	\$170.28	--	--	07/01/18	06/30/19	\$57.44	0%	
Paul Schwartz	\$121.25	--	--	07/01/16	06/30/17	\$40.90		Not Applicable
Senior Consultant I	\$121.25	--	--	07/01/17	06/30/18	\$40.90	0%	
	\$121.25	--	--	07/01/18	06/30/19	\$40.90	0%	
Denise Souliotes	\$53.81	--	--	07/01/16	06/30/17	\$18.15		Not Applicable
Administrative Technician	\$53.81	--	--	07/01/17	06/30/18	\$18.15	0%	
	\$53.81	--	--	07/01/18	06/30/19	\$18.15	0%	
Richard Starzak	\$273.06	--	--	07/01/16	06/30/17	\$92.11		Not Applicable
Senior Project Director	\$273.06	--	--	07/01/17	06/30/18	\$92.11	0%	
	\$273.06	--	--	07/01/18	06/30/19	\$92.11	0%	
Jennifer Stock	\$133.49	--	--	07/01/16	06/30/17	\$45.03		Not Applicable
Senior Consultant II	\$133.49	--	--	07/01/17	06/30/18	\$45.03	0%	
	\$133.49	--	--	07/01/18	06/30/19	\$45.03	0%	
Soraya Swiontek	\$64.31	--	--	07/01/16	06/30/17	\$32.46		Not Applicable
Senior Consultant I	\$64.31	--	--	07/01/17	06/30/18	\$32.46	0%	
ON-CALL	\$64.31	--	--	07/01/18	06/30/19	\$32.46	0%	
Shilpa Trisal	\$163.26	--	--	07/01/16	06/30/17	\$55.07		Not Applicable
Managing Consultant	\$163.26	--	--	07/01/17	06/30/18	\$55.07	0%	
	\$163.26	--	--	07/01/18	06/30/19	\$55.07	0%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of Hourly Rate		Actual or Average Hourly Rate ³	% or \$ Increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Rusty Whisman	\$98.93	--	--	07/01/16	06/30/17	\$33.37		Not Applicable
Senior Consultant I	\$98.93	--	--	07/01/17	06/30/18	\$33.37	0%	
	\$98.93	--	--	07/01/18	06/30/19	\$33.37	0%	
Youji Yasui	\$155.73	--	--	07/01/16	06/30/17	\$52.53		Not Applicable
Senior Consultant III	\$155.73	--	--	07/01/17	06/30/18	\$52.53	0%	
	\$155.73	--	--	07/01/18	06/30/19	\$52.53	0%	
Tim Yates	\$109.48	--	--	07/01/16	06/30/17	\$36.93		Not Applicable
Senior Consultant I	\$109.48	--	--	07/01/17	06/30/18	\$36.93	0%	
	\$109.48	--	--	07/01/18	06/30/19	\$36.93	0%	
Amanda Teal Zeisler	\$113.75	--	--	07/01/16	06/30/17	\$38.37		Not Applicable
Senior Consultant II	\$113.75	--	--	07/01/17	06/30/18	\$38.37	0%	
	\$113.75	--	--	07/01/18	06/30/19	\$38.37	0%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
contract. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis, and is subject to approval by the COUNTY.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

* Denote all employees subject to prevailing wage with an asterisks *

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12)			SCHEDULE OF OTHER DIRECT COST ITEMS					
Prime			SUBCONSULTANT (ICF)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel			Travel					
A. Travel	mi	IRS rate	A. Airfare		Cost			
B. Flight to Sacramento	ea	Cost	B. Rental Car		Cost			
C. Car Rental	day	Cost	C. Mileage		IRS			
			D. Per Diem		Cal HR			
Plots/Reproductions			External Printing and Reproduction:					
A. Printings (11 x 17)	ea	Cost	Copying/Printing					
B. 22x34	ea	Cost	8 1/2" x 11" black and white		Cost			
C. 8-1.2 x 11	ea	Cost	11" x 17" black and white		Cost			
			8 1/2" x 11" color		Cost			
Mailings			11" x 17" color		Cost			
A. Overnight Mail	ea	Cost	Full Size Paper, Vellum, Mylar		Cost			
B. Same Day Delivery	ea	Cost	Binding		Cost			
			Delivery Services		Cost			
			Miscellaneous					
			A. Conference Calls		Cost			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Company: Earth Mechanics, Inc.

Contract No.: _____

Date: 7/20/2016

NORMAL	Fringe Benefit %	Overhead %	General Administration %	Combined %
OVERTIME	48.36%	129.34% +	0.00%	177.70%
	48.36%	129.34% +	0.00%	177.70%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Kandiah Arulmoli/Geotech.Principal-Project Manager	\$244.38	\$244.38	07/01/16	06/30/17		\$80.00	Not Applicable
President	\$244.38	\$244.38	07/01/17	07/01/18	0.00%	\$80.00	
	\$244.38	\$244.38	07/02/18	07/01/19	0.00%	\$80.00	
Lino Cheang/QA-QC Manager	\$244.38	\$244.38	07/01/16	06/30/17		\$80.00	Not Applicable
Principal	\$244.38	\$244.38	07/01/17	07/01/18	0.00%	\$80.00	
	\$244.38	\$244.38	07/02/18	07/01/19	0.00%	\$80.00	
Eric Brown/Principal Engineer	\$192.45	\$192.45	07/01/16	06/30/17		\$63.00	Not Applicable
Principal Engineer	\$192.45	\$192.45	07/01/17	07/01/18	0.00%	\$63.00	
	\$192.45	\$192.45	07/02/18	07/01/19	0.00%	\$63.00	
Principal	\$244.38	\$244.38	07/01/16	06/30/17		\$80.00	
	\$244.38	\$244.38	07/01/17	07/01/18	0.00%	\$80.00	
	\$244.38	\$244.38	07/02/18	07/01/19	0.00%	\$80.00	
Principal Engineer/Geologist	\$201.24	\$201.24	07/01/16	06/30/17		\$65.88	
	\$201.24	\$201.24	07/01/17	07/01/18	0.00%	\$65.88	
	\$201.24	\$201.24	07/02/18	07/01/19	0.00%	\$65.88	
Senior Engineer/Geologist	\$159.39	\$159.39	07/01/16	06/30/17		\$52.18	
	\$159.39	\$159.39	07/01/17	07/01/18	0.00%	\$52.18	
	\$159.39	\$159.39	07/02/18	07/01/19	0.00%	\$52.18	
Senior Project Engineer/Geologist	\$141.74	\$141.74	07/01/16	06/30/17		\$46.40	
	\$141.74	\$141.74	07/01/17	07/01/18	0.00%	\$46.40	
	\$141.74	\$141.74	07/02/18	07/01/19	0.00%	\$46.40	
Project Engineer/Geologist	\$120.36	\$120.36	07/01/16	06/30/17		\$39.40	
	\$120.36	\$120.36	07/01/17	07/01/18	0.00%	\$39.40	
	\$120.36	\$120.36	07/02/18	07/01/19	0.00%	\$39.40	
Senior Staff Engineer/Geologist	\$103.86	\$103.86	07/01/16	06/30/17		\$34.00	
	\$103.86	\$103.86	07/01/17	07/01/18	0.00%	\$34.00	
	\$103.86	\$103.86	07/02/18	07/01/19	0.00%	\$34.00	
Staff Engineer/Geologist	\$80.64	\$80.64	07/01/16	06/30/17		\$26.40	

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Company: Earth Mechanics, Inc.

Contract No.: _____

Date: 7/20/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	48.36%	129.34% +	0.00%	177.70%
OVERTIME	48.36%	129.34% +	0.00%	177.70%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
	\$80.64	\$80.64	07/01/17	07/01/18	0.00%	\$26.40	
	\$80.64	\$80.64	07/02/18	07/01/19	0.00%	\$26.40	
Senior Technician	\$108.38	\$108.38	07/01/16	06/30/17		\$35.48	
	\$108.38	\$108.38	07/01/17	07/01/18	0.00%	\$35.48	
	\$108.38	\$108.38	07/02/18	07/01/19	0.00%	\$35.48	
Project Administrator	\$188.63	\$188.63	07/01/16	06/30/17		\$61.75	
	\$188.63	\$188.63	07/01/17	07/01/18	0.00%	\$61.75	
	\$188.63	\$188.63	07/02/18	07/01/19	0.00%	\$61.75	
Clerical	\$73.01	\$109.51	07/01/16	06/30/17		\$23.90	
	\$73.01	\$109.51	07/01/17	07/01/18	0.00%	\$23.90	
	\$73.01	\$109.51	07/02/18	07/01/19	0.00%	\$23.90	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (EMI)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel			Special Tooling (Project related costs only)					
A. Travel	mi	IRS rate	A. Copies (Color, Black & White) - Outside Vendor	EA	footnote #4			
B. Flight to Sacramento	ea	Cost	B. Shipping/Delivery (Fed Ex, USPS, Courier)	EA	footnote #4			
C. Car Rental	day	Cost	C. Reports	EA	footnote #4			
			D. Permit fees	EA	footnote #4			
Plots/Reproductions								
A. Printings (11 x 17)	ea	Cost	Travel (Project related costs only)					
B. 22x34	ea	Cost	A. Mileage (Personal vehicle only)	Mile	footnotes #6-8			
C. 8-1.2 x 11	ea	Cost	B. Travel/Lodging/Per Diem	EA	footnote #6			
Mailings			Tools of the Trade (Overhead related costs)					
A. Overnight Mail	ea	Cost	A. Copies (Color, Black & White) - in house	N/A	N/A			
B. Same Day Delivery	ea	Cost	B. Office Supplies	N/A	N/A			
			C. Staff Computers / Software	N/A	N/A			
			Special Tooling (Project related costs only)					
			A. Drill Rig	EA	footnote #4			
			B. Laboratory Testing	EA	footnote #4			
			C. Traffic Control	EA	footnote #4			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Company: Advantec Consulting Engineers Inc.

Contract No.: _____

Date: 7/20/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	43.40%	140.55% +	0.00%	183.95%
OVERTIME	43.40%	140.55% +	0.00%	183.95%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	Exempt/Non- Exempt
	Straight	Overtime	From	To				
Ed Miller /Project Manager	\$261.28	\$261.28	07/1/16	06/30/17		\$83.65		Exempt
Principal	\$261.28	\$261.28	07/1/17	06/30/18	0.00%	\$83.65		
	\$261.28	\$261.28	07/1/18	06/30/19	0.00%	\$83.65		
Mark Esposito, P.E.	\$210.24	\$210.24	07/1/16	06/30/17		\$67.31		Exempt
Senior Engineer	\$210.24	\$210.24	07/1/17	06/30/18	0.00%	\$67.31		
	\$210.24	\$210.24	07/1/18	06/30/19	0.00%	\$67.31		
Engineer	\$140.56	\$140.56	07/1/16	06/30/17		\$45.00		Exempt
	\$140.56	\$140.56	07/1/17	06/30/18	0.00%	\$45.00		
	\$140.56	\$140.56	07/1/18	06/30/19	0.00%	\$45.00		
Technician/Drafter	\$112.44	\$168.67	07/1/16	06/30/17		\$36.00		Non-Exempt
	\$112.44	\$168.67	07/1/17	06/30/18	0.00%	\$36.00		
	\$112.44	\$168.67	07/1/18	06/30/19	0.00%	\$36.00		
Associate Engineer	\$103.07	\$103.07	07/1/16	06/30/17		\$33.00		Exempt
	\$103.07	\$103.07	07/1/17	06/30/18	0.00%	\$33.00		
	\$103.07	\$103.07	07/1/18	06/30/19	0.00%	\$33.00		
Assistant Engineer	\$87.46	\$87.46	07/1/16	06/30/17		\$28.00		Exempt
	\$87.46	\$87.46	07/1/17	06/30/18	0.00%	\$28.00		
	\$87.46	\$87.46	07/1/18	06/30/19	0.00%	\$28.00		
Clerical	\$78.09	\$117.13	07/1/16	06/30/17		\$25.00		Non-Exempt
	\$78.09	\$117.13	07/1/17	06/30/18	0.00%	\$25.00		
	\$78.09	\$117.13	07/1/18	06/30/19	0.00%	\$25.00		

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)

- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (Advantec)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel			Travel					
A. Travel	mi	IRS rate	A. Travel	mi	IRS rate			
B. Flight to Sacramento	ea	Cost	B. Flight to Sacramento	ea	Cost			
C. Car Rental	day	Cost	C. Car Rental	day	Cost			
Plots/Reproductions			Plots/Reproductions					
A. Printings (11 x 17)	ea	Cost	A. Printings (11 x 17)	ea	Cost			
B. 22x34	ea	Cost	B. 22x34	ea	Cost			
C. 8-1.2 x 11	ea	Cost	C. 8-1.2 x 11	ea	Cost			
Mailings			Mailings					
A. Overnight Mail	ea	Cost	A. Overnight Mail	ea	Cost			
B. Same Day Delivery	ea	Cost	B. Same Day Delivery	ea	Cost			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Company: Coast Surveying

Contract No.: _____

Date: 9/14/2015

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	74.59% +	67.83%	142.42%
OVERTIME	0.00%	74.59% +	67.83%	142.42%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Ruel del Castillo / Survey Manager	\$183.06	\$183.06	07/01/16	06/30/17		\$68.65	Not Applicable
President	\$183.06	\$183.06	07/01/17	06/30/18	0.00%	\$68.65	
	\$183.06	\$183.06	07/01/18	06/30/19	0.00%	\$68.65	
Project Surveyor	\$141.33	\$141.33	07/01/16	06/30/17		\$53.00	
	\$141.33	\$141.33	07/01/17	06/30/18	0.00%	\$53.00	
	\$141.33	\$141.33	07/01/18	06/30/19	0.00%	\$53.00	
Survey Analyst	\$111.52	\$111.52	07/01/16	06/30/17		\$41.82	
	\$111.52	\$111.52	07/01/17	06/30/18	0.00%	\$41.82	
	\$111.52	\$111.52	07/01/18	06/30/19	0.00%	\$41.82	
Survey Party Chief *	\$124.96	\$187.44	07/01/16	06/30/17		\$46.86	Union Wage
	\$124.96	\$187.44	07/01/17	06/30/18	0.00%	\$46.86	
	\$124.96	\$187.44	07/01/18	06/30/19	0.00%	\$46.86	
Survey Chainman *	\$111.28	\$166.92	07/01/16	06/30/17		\$41.73	Union Wage
	\$111.28	\$166.92	07/01/17	06/30/18	0.00%	\$41.73	
	\$111.28	\$166.92	07/01/18	06/30/19	0.00%	\$41.73	

- Names and classifications of consultant (key staff) team members must be listed. Proj 07/01/16 3 sheets for prime and all subconsultant firms
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12)			SCHEDULE OF OTHER DIRECT COST ITEMS					
Prime			SUBCONSULTANT (Coast Surveying)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel			Travel					
A. Travel	mi	IRS rate	A. Travel	mi	IRS rate			
B. Flight to Sacramento	ea	Cost	B. Flight to Sacramento	ea	Cost			
C. Car Rental	day	Cost	C. Car Rental	day	Cost			
Plots/Reproductions			Plots/Reproductions					
A. Printings (11 x 17)	ea	Cost	A. Printings (11 x 17)	ea	Cost			
B. 22x34	ea	Cost	B. 22x34	ea	Cost			
C. 8-1.2 x 11	ea	Cost	C. 8-1.2 x 11	ea	Cost			
Mailings			Mailings					
A. Overnight Mail	ea	Cost	A. Overnight Mail	ea	Cost			
B. Same Day Delivery	ea	Cost	B. Same Day Delivery	ea	Cost			
			GPS Receivers	ea	Cost			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Company: WEST Consultants

Contract No.: _____

Date: 6/1/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	61.96%	125.53% +	0.00%	187.49%
OVERTIME	61.96%	125.53% +	0.00%	187.49%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Martin Teal /Project Manager	\$233.76	\$233.76	07/01/16	06/30/17		\$73.92	Not Applicable
Vice President	\$233.76	\$233.76	07/01/17	07/01/18	0.00%	\$73.92	
Hydrology,, Hydraulics, Scour	\$233.76	\$233.76	07/02/18	06/30/19	0.00%	\$73.92	
David Smith, Project Manager	\$193.85	\$193.85	07/01/16	06/30/17		\$61.30	Not Applicable
Hydrology,, Hydraulics, Scour	\$193.85	\$193.85	07/01/17	07/01/18	0.00%	\$61.30	
	\$193.85	\$193.85	07/02/18	06/30/19	0.00%	\$61.30	
Senior Engineer II	\$131.21	\$131.21	07/01/16	06/30/17		\$41.49	
Hydrology,, Hydraulics, Scour	\$131.21	\$131.21	07/01/17	07/01/18	0.00%	\$41.49	
	\$131.21	\$131.21	07/02/18	06/30/19	0.00%	\$41.49	
Staff Engineer II	\$120.11	\$120.11	07/01/16	06/30/17		\$37.98	
Hydrology,, Hydraulics, Scour	\$120.11	\$120.11	07/01/17	07/01/18	0.00%	\$37.98	
	\$120.11	\$120.11	07/02/18	06/30/19	0.00%	\$37.98	
Staff Engineer I	\$100.85	\$100.85	07/01/16	06/30/17		\$31.89	
Hydrology,, Hydraulics, Scour	\$100.85	\$100.85	07/01/17	07/01/18	0.00%	\$31.89	
	\$100.85	\$100.85	07/02/18	06/30/19	0.00%	\$31.89	

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Company: WEST Consultants

Contract No.: _____

Date: 6/1/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	61.96%	125.53% +	0.00%	187.49%
OVERTIME	61.96%	125.53% +	0.00%	187.49%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Engineering Technician	\$68.31	\$102.46	07/01/16	06/30/17		\$21.60	
Hydrology,, Hydraulics, Scour	\$68.31	\$102.46	07/01/17	07/01/18	0.00%	\$21.60	
	\$68.31	\$102.46	07/02/18	06/30/19	0.00%	\$21.60	
Clerical / Administrative	\$63.47	\$95.20	07/01/16	06/30/17		\$20.07	
Hydrology,, Hydraulics, Scour	\$63.47	\$95.20	07/01/17	07/01/18	0.00%	\$20.07	
	\$63.47	\$95.20	07/02/18	06/30/19	0.00%	\$20.07	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (WEST)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel								
A. Travel	mi	IRS rate	Mileage	mi	IRS rate			
B. Flight to Sacramento	ea	Cost	Air Travel	ea	Cost			
C. Car Rental	day	Cost	Car rental	ea	Cost			
Plots/Reproductions								
A. Printings (11 x 17)	ea	Cost	In-house printing & copying	ea	N/A			
B. 22x34	ea	Cost	Outside printing & copying	ea	Cost			
C. 8-1.2 x 11	ea	Cost						
Mailings								
A. Overnight Mail	ea	Cost	Delivery Services	ea	Cost			
B. Same Day Delivery	ea	Cost						

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL **ON-CALL CONTRACT**

Company: Tatsumi & Partners, Inc.

Contract No.: _____

Date: 7/20/2016

NORMAL	Fringe Benefit %	0.00%	Overhead %	160.00%	+	General Administration %	0.00%	Combined %	160.00%
OVERTIME	0.00%		160.00%	+		0.00%		160.00%	

FEE %
10.00%

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
David Tatsumi, Principal-in-Charge	\$264.01	\$264.01	01/01/16	12/31/16		\$92.31	Not Applicable
President	\$264.01	\$264.01	01/01/17	12/31/17	0.00%	\$92.31	
	\$264.01	\$264.01	01/01/18	06/30/19	0.00%	\$92.31	
Associate	\$125.84	\$188.76	01/01/16	12/31/16		\$44.00	\$44-\$49.95
	\$125.84	\$188.76	01/01/17	12/31/17	0.00%	\$44.00	
	\$125.84	\$188.76	01/01/18	06/30/19	0.00%	\$44.00	
Technical Staff III	\$111.54	\$167.31	01/01/16	12/31/16		\$39.00	\$39-\$43.95
	\$111.54	\$167.31	01/01/17	12/31/17	0.00%	\$39.00	
	\$111.54	\$167.31	01/01/18	06/30/19	0.00%	\$39.00	
Technical Staff II	\$104.39	\$156.59	01/01/16	12/31/16		\$36.50	\$35- \$38.95
	\$104.39	\$156.59	01/01/17	12/31/17	0.00%	\$36.50	
	\$104.39	\$156.59	01/01/18	06/30/19	0.00%	\$36.50	
Technical Staff I	\$94.38	\$141.57	01/01/16	12/31/16		\$33.00	\$31-\$34.95
	\$94.38	\$141.57	01/01/17	12/31/17	0.00%	\$33.00	
	\$94.38	\$141.57	01/01/18	06/30/19	0.00%	\$33.00	
Landscape Staff	\$74.36	\$111.54	01/01/16	12/31/16		\$26.00	\$24 - \$30.95
	\$74.36	\$111.54	01/01/17	12/31/17	0.00%	\$26.00	
	\$74.36	\$111.54	01/01/18	06/30/19	0.00%	\$26.00	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (Tatsumi)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel			Travel					
A. Travel	mi	IRS rate	A. Travel	mi	IRS rate			
B. Flight to Sacramento	ea	Cost	B. Flight to Sacramento	ea	Cost			
C. Car Rental	day	Cost	C. Car Rental	day	Cost			
Plots/Reproductions			Plots/Reproductions					
A. Printings (11 x 17)	ea	Cost	A. Printings (11 x 17)	ea	Cost			
B. 22x34	ea	Cost	B. 22x34	ea	Cost			
C. 8-1.2 x 11	ea	Cost	C. 8-1.2 x 11	ea	Cost			
Mailings			Mailings					
A. Overnight Mail	ea	Cost	A. Overnight Mail	ea	Cost			
B. Same Day Delivery	ea	Cost	B. Same Day Delivery	ea	Cost			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10 H - COST PROPOSAL **ON-CALL CONTRACT**

Company: VMS

Contract No.: _____

Date: 7/20/2016

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	75.66%	98.32% +	0.00%	173.98%
OVERTIME	75.66%	98.32% +	0.00%	173.98%
		FEE %		
		10.00%		

Name - Job Title/ Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Robert B Stewart, CVS	\$346.58	\$346.58	07/01/16	06/30/19		\$115.00	Not Applicable
President, PM	\$346.58	\$346.58				\$115.00	
	\$346.58	\$346.58				\$115.00	
CVS Team Leader	\$217.35	\$217.35	07/01/16	06/30/19		\$72.12	
	\$217.35	\$217.35				\$72.12	
	\$217.35	\$217.35				\$72.12	
Greg Brink	\$226.03	\$226.03	07/01/16	06/30/19		\$75.00	Not Applicable
Risk Management/CVS	\$226.03	\$226.03				\$75.00	
	\$226.03	\$226.03				\$75.00	
Cheryl Kramer	\$163.44	\$163.44	07/01/16	06/30/19		\$54.23	Not Applicable
Project Coordinator	\$163.44	\$163.44				\$54.23	
	\$163.44	\$163.44				\$54.23	
Technical Editor/AVS	\$94.93	\$94.93	07/01/16	06/30/19		\$31.50	Not Applicable
Allegra Keith, Jessica Combs or	\$94.93	\$94.93				\$31.50	
Mariah Brink	\$94.93	\$94.93				\$31.50	
Sandy Northrop	\$94.93	\$94.93	07/01/16	06/30/19		\$31.50	Not Applicable
Assistant Project Coordinator	\$94.93	\$94.93				\$31.50	
	\$94.93	\$94.93				\$31.50	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Notes:

- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10 H - COST PROPOSAL ON-CALL CONTRACT

Prime: WKE, Inc.

Contract No.: _____

Date: 7/29/2016

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Prime			SUBCONSULTANT (VMS)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Travel								
A. Travel	mi	IRS rate			IRS rate			
B. Flight to Sacramento	ea	Cost	Airfare		Cost			
C. Car Rental	day	Cost	Per Diem		Cal HR			
			Airport Parking		Cost			
Plots/Reproductions			Rental Car including gas		Cost			
A. Printings (11 x 17)	ea	Cost	Report Printing		Cost			
B. 22x34	ea	Cost						
C. 8-1.2 x 11	ea	Cost						
Mailings								
A. Overnight Mail	ea	Cost	Shipping UPS or Fed Ex		Cost			
B. Same Day Delivery	ea	Cost						

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.