

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



ITEM: 3.30
(ID # 11203)

MEETING DATE:

Tuesday, November 19, 2019

FROM : TLMA-TRANSPORTATION:

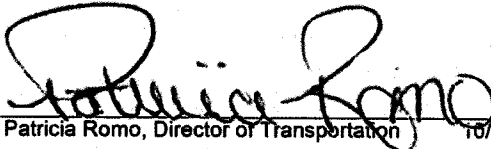
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the On-Call Services Agreement by and between the County of Riverside and TKE Engineering, Inc., for Roadway/Highway Engineering Services for FY 19/20-21/22. All Districts. [Annual \$250,000, Total \$750,000 - Capital Funds and Deposit Based Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Services Agreement between the County of Riverside and TKE Engineering, Inc, for Roadway/Highway Engineering Services for Fiscal Years 19/20-21/22 and authorize the Chairman of the Board to execute the same;
2. Authorize the Director of Transportation to approve future contract extensions, for Fiscal Year 22/23-23/24, as provided for in the agreement; and
3. Authorize the Director of Transportation to approve no-cost time extensions to complete on-going tasks.

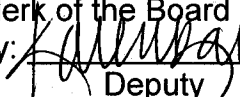
ACTION:Policy


Patricia Romo, Director of Transportation 10/31/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: None
Disqualify: Hewitt
Date: November 19, 2019
xc: Transp.

Kecia R. Harper
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	\$ 250,000	\$ 250,000	\$ 750,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Transportation Funds (100%). There are no General Funds used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) requires outside Roadway/Highway Engineering support services to deliver many road improvement projects identified and funded in the Transportation Improvement Program (TIP).

The Transportation Department issued a Request for Proposals for Traffic Engineering, Highway/Roadway Engineering, and Transportation Planning Services. Twenty two (22) firms submitted proposals for Roadway/Highway Engineering Support Services and the top ten (10) ranked firms, based upon an evaluation of the proposals, were invited to interview. The written proposals and interviews were evaluated by representatives of the Transportation Department.

TKE Engineering, Inc. was selected as one of the top ranked firms to provide Roadway/Highway engineering services on an "as-needed" basis, estimated at a not to exceed amount of \$250,000 annually for a period of three years. The terms of the agreement provide the County with the option to extend the agreement for two (2) additional one (1) year periods following the close of the initial three (3) year period. The agreement and rates for services were developed through negotiations between TKE Engineering, Inc. and the Transportation Department. This on-call services agreement for roadway/highway engineering includes State requirements in order to maximize flexibility for use on State funded projects.

Impact on Residents and Businesses

This on-call Roadway/Highway engineering services agreement provides the flexibility needed to engage consultants on short notice to provide additional Roadway/Highway Engineering support services necessary to deliver critical TIP projects.

Additional Fiscal Information

All associated agreement cost will be funded using Local or State Funds. No General Funds will be used for this agreement.

<u>Agreement Term</u>	<u>Annual Budget (not to exceed)</u>
FY 19/20	\$250,000
FY 20/21	\$250,000

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

FY 21/22	\$250,000
FY 22/23	\$250,000 (requires approval by Director of Transportation)
FY 23/24	\$250,000 (requires approval by Director of Transportation)

Contract History and Price Reasonableness

The Transportation Department has negotiated billing rates with TKE Engineering, Inc. and they are within range of acceptable industry practice for engineering services. Caltrans has accepted TKE Engineering, Inc. Indirect Cost Rate (ICR) allowing this consultant to be used for State funded projects.

ATTACHMENT:

On-Call Services Agreement for Roadway/Highway Engineering with TKE Engineering, Inc.

	Jason Farin, Senior Management Analyst	11/13/2019		Gregory P. Priamos, Director County Counsel	11/7/2019
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Contract No.: [X]
Termination Date: [June 30, 2022]
Amount Authorized: [\$250,000/year x 3]
State Funding: [☐ No ☒ Yes]

ON-CALL SERVICES AGREEMENT

for

Roadway/Highway Design

between

County of Riverside • Transportation Department

and

TKE Engineering, Inc.



NOV 19 2019

3.30

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ARTICLE I INTRODUCTION

A. This On-Call Services Agreement ("Agreement") is entered into this _____ day of _____, 20_____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TKE ENGINEERING, INC. hereinafter referred to as "CONSULTANT".

B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT Contract Manager and a COUNTY Contract Administrator.

The CONSULTANT's Contract Manager for CONSULTANT shall be:

Terry Renner

Located at:

2305 Chicago Avenue, Riverside, CA 92507

The COUNTY's Contract Administrator for COUNTY shall be:

Khalid Nasim

Located at:

3525 14th Street, Riverside, CA 92501

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work;

In accordance with the time frames set forth in Article IV entitled Performance Periods;

For the fees set forth in Article V entitled Allowable Costs and Payments.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

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

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

H. COUNTY may be working cooperatively with other agencies (collectively referred to as the "AGENCIES") in the effort to complete services performed under this contract.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held in accordance with the terms of each Task Order. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues may be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

B. CONSULTANT's Contract Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract and/or Task Orders.

ARTICLE III STATEMENT OF WORK

CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference and in any Task Order executed under the authority of this Contract.

ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on 6/30/2022, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

C. The period of performance shall be in accordance with the requirements set forth in each Task Order. 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. Contract extensions may be executed by the Director of Transportation if authorized by the County Board of Supervisors.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal. 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.

On-Call Engineering Services – Roadway/Highway Engineering

- 1 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
2 in the cost proposal and identified in the cost proposal and in the executed Task Order.
- 3 C. Specific assignments will be authorized to CONSULTANT through issuance of Task Orders.
- 4 D. Each Task Order will identify the scope of services, expected results, deliverables, period of performance and
5 will designate a COUNTY Task Coordinator. CONSULTANT shall prepare a Cost Estimate, including a written
6 estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses,
7 overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and
8 total cost; the finalized Task Order shall be prepared in accordance with the format as specified in the County
9 Consulting Services Manual and shall be signed by both COUNTY and CONSULTANT.
- 10 E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved
11 Compensation Plan.
- 12 F. Progress payments for each Task Order will be made monthly in arrears based on services provided and
13 allowable costs incurred.
- 14 G. CONSULTANT shall not commence performance of work or services until this contract has been approved by
15 COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will
16 be made prior to approval or for any work performed prior to approval of this contract.
- 17 H. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of
18 COUNTY. No expenditures are authorized on a assignment and work shall not commence until a Task Order
19 for that assignment has been executed by COUNTY.
- 20 I. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S
21 Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work
22 performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the
23 performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall
24 follow the format stipulated in the COUNTY'S Consulting Services Manual. Credits due COUNTY that include
25 any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be
26 reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to
27 COUNTY's Contract Administrator at the address provided in Article I.
- 28 J. The period of performance for Task Orders shall be in accordance with time frame specified in each Task Order.
- 29 K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in

the Task Order. Additional services or budget will require the issuance of a new Task Order.

L. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

N. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$750,000.

O. 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.

ARTICLE VI TERMINATION

A. 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.

B. 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. 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.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. 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.
- B. 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.
- C. 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 this contract.
- D. Audit Terms and Conditions if the amount shown in Article V.N is greater than \$150,000.

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 work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if

directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. 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.
- B. 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 Compensation Plan.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. 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).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and

exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair 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.

ARTICLE XII STATE PREVAILING WAGE RATES

In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the following terms and conditions shall apply.

- A. 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.
- B. 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, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. 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>.

When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the following terms and conditions shall apply.

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. 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.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection

with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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, U.S. 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.

C. 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.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. 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.

B. 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.

C. 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.

D. 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.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. 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.

B. 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.

- C. 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 XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Contract Manager or members of the contract team, as listed as Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually

performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the contract activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,

work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXIV INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify, defend 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, volunteers and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT, its directors, officers, partners, employees, agents, subconsultants or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
2. 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 adjudged by the findings of a court of competent jurisdiction to be negligence of the Indemnitees, and will not preclude a duty to indemnify for any negligence, recklessness, or willful misconduct of CONSULTANT.
3. To the fullest extent permitted by applicable law, 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 negligence, recklessness, or willful misconduct of CONSULTANT arising out of or from the performance of services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful misconduct 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 negligent act, error or omission at issue was caused by the sole active negligence of Indemnitees.
4. The specified insurance provisions and limits required in this Agreement shall in no way limit or circumscribe

CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

5. 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.

B. 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 Agreement. 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 agreement 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 Agreement, 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 agreement 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 Agreement, 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 Agreement 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 Agreement; 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 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and

all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

ARTICLE XXV OWNERSHIP OF DATA

- A. Ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of any project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of project documentation on other projects, for additions to a project, or for the completion of a project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the COUNTY shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be

performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. 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.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX 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 Agreement, including, without limitation, workers' compensation laws and licensing and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. COUNTY will withhold the last 10 percent of the budget for preparation of any final PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CONSULTANT's Contract Manager and COUNTY's Contract Administrator at the respective addresses provided in Article I.B.

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as

evidenced by the signatures below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

ARTICLE XXXIV • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

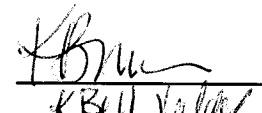
 Dated: 11-1-19

PATRICIA ROMO


Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

 Dated: 4/4/19
By Deputy

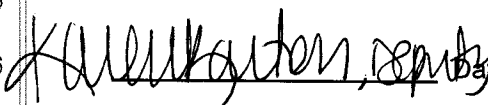
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: NOV 19 2019

Kevin Jeffries
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

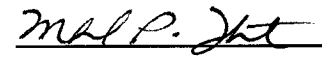
 Dated: NOV 19 2019

KECIA HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT: TKE Engineering Inc.

 Dated: 10/22/19

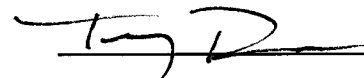
Michael P. Thornton

PRINTED NAME

President

TITLE

CONSULTANT: TKE Engineering, Inc.

 Dated: 10/22/19

Terry Renner

PRINTED NAME

Senior Vice President

TITLE

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

A. DESCRIPTION

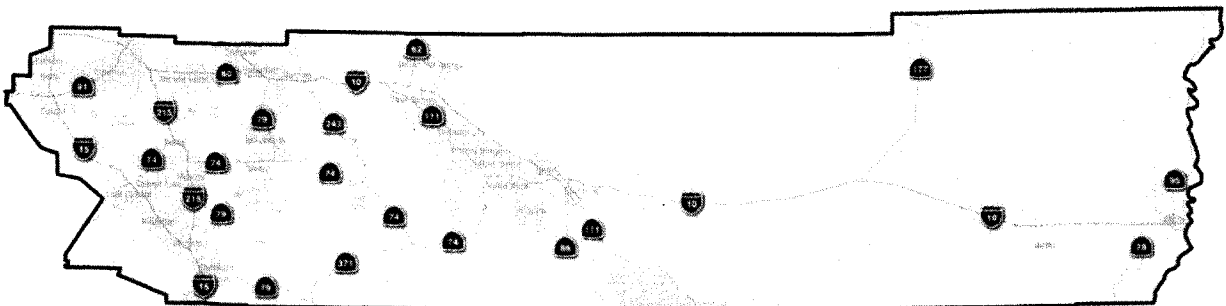
The County of Riverside Transportation Department (County) is seeking On-Call Engineering Services to augment its in-house resources to deliver necessary Road Improvement Projects (Projects) with the required expertise and staff capabilities to meet project schedules and/or deadlines. Projects may either be identified or funded in the Transportation Improvement Program (TIP) or through the Land Development Review and Plan Check Process.

The County Projects may require coordination with various Federal, State, and/or local agencies. It is anticipated that state funding may be used for On-Call Engineering Services work, all contracts will be in accordance with the County's Consulting Services Manual and/or Caltrans Local Assistance Procedures Manual (LAPM) as well as all applicable County and Caltrans standard practices, regulations, policies, procedures, manuals and standards, as appropriate and may also include compliance with Federal Highway Administration requirements.

B. LOCATION

On-call Task Orders may be located anywhere within the jurisdictional boundaries of the County of Riverside as outlined in the map shown below.

Map of the County of Riverside



C. COORDINATION

CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions.

D. STANDARDS

The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance

with Federal Highway Administration (FHWA) requirements and/or County Road Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY's 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

Environmental documents and services shall be performed in accordance with CALTRANS Standard Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) if a project has a Federal nexus.

2. Survey

Supplemental surveys shall be performed by the CONSULTANT in accordance with the current CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by COUNTY.

3. Design

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. Basic design shall be in accordance with the approved Technical Report and final Environmental Document including any supplements and/or updates. Microstation (compatible with current CALTRANS version) software will be used as the design software.

4. Geographical Information System (GIS)

- a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.
- b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential

information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

- c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for a specific PROJECT and as described within the Scope of Services.
- 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 AGREEMENT 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 products 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.

5. Project Files

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

E. QUALITY CONTROL

1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to this Contract. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. 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.
2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this Contract 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 Agreement.
3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services 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 and can be used as a final product.
4. 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.

F. 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's Contract Administrator has been secured. The key personnel for performance of this Contract are:

Assignment	Key Personnel
Principal in Charge	Michael P. Thornton, P.E., P.L.S.
Project Manager	Terry Renner, P.E., Q.S.D.
Lead Roadway Engineer	Michael Heath, P.E.
Lead Structures Engineer	Terry Renner, P.E.
Lead Environmental Planner	Sean Noonan, A.I.C.P., VCS Environmental
QA/QC Engineer	Steven Ledbetter, P.E.

G. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
 - Provide survey controls.
 - Verify that County survey control points are still in place and undisturbed.
 - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
 - Prepare existing right-of-way and parcel mapping.
 - Coordinate permits for right-of-entry with property owners.
 - Obtain and review title reports, identify easements and encumbrances.
 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
 - Perform right-of-way negotiations and acquisitions.
 - Certify new acquired right-of-way.

ARTICLE AII • CONTRACT ADMINISTRATION

A. CONTRACT MANAGEMENT

The CONSULTANT's Contract Manager will maintain ongoing liaison with the COUNTY's Contract Administrator and other effected agencies to promote effective coordination during the course of working on Task Orders.

B. COST ACCOUNTING

The CONSULTANT will prepare and submit monthly invoices of expenditures for each on-call Task Order. Expenditures include direct labor costs, other direct costs and subconsultant costs. All Invoices will include all supporting data.

C. SCHEDULING

Schedules will be prepared for each specific Task Order.

ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for transportation related services located throughout Riverside County. Services will be performed at the request of the COUNTY's Contract Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's Contract Manager or authorized designees. The sum of the Task Orders cost estimates authorized in each year shall not exceed the maximum annual amount. The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

A. ROADWAY/HIGHWAY ENGINEERING TASKS

1. Perform drainage analysis and prepare hydrology reports.
2. Perform environmental studies and prepare environmental reports, including WQMPs.
3. Perform quantity take offs and prepare engineer estimates.
4. Prepare roadway/highway engineering plans and specifications.
5. Prepare landscaping plans and specifications.
6. Prepare Structural Plans and specifications.

On-Call Engineering Services –Roadway/Highway Engineering

7. Prepare Traffic Signal, Pavement Delineation, Signing, Street Light, traffic control plans and specifications.
8. NPDES erosion control plans/ WQMP implementation plans.
9. Right-of-way requirement maps.
10. Perform utility coordination activities.
11. Agreement Preparation.
12. Prepare engineering land surveys.
13. Perform public outreach.
14. Provide other roadway/highway engineering related professional services as required.
15. Project Management (must provide signed LAPM Exhibit 10-U prior to each Project Management assignment).
16. Perform exploratory potholing for Utility Location.

*All plans shall be prepared and submitted using County approved versions of MicroStation V8i software.

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

The CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV and with the following Schedule of Services. This Contract shall permit the issuance of Task Orders until June 30, 2022. COUNTY and CONSULTANT may enter into one-year supplemental extensions to this contract for the purpose of authorizing Task Orders. This authorization of Task Orders may be extended up to two (2) times, for a period not to exceed two (2) years from the original date of the Contract. All Task Orders authorized under this Contract must therefore be authorized no later than June 30, 2024. All services authorized by Task Orders shall be completed within two (2) years of the final authorized date for approving Task Orders. All Task Order services authorized in this Contract shall therefore be completed no later than June 30, 2024.

Contract expiration time frames for issuance of work authorizations:

Contract	Execution Date to June 30, 2022	
Supplemental 1	July 1, 2022 to June 30, 2023	Transportation Director or Board of Supervisors
Supplemental 2	July 1, 2023 to June 30, 2024	Transportation Director or Board of Supervisors

Deliverables/Services schedules will be prepared for each specific Task Order that the CONSULTANT is assigned.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. SUBMITTALS

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 and AGENCIES to offer comments prior to final submission.

B. TIME EXTENSIONS

1. Any delay in providing 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.

- 1 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended
2 to deny CONSULTANT of any available civil legal remedies in the event of a dispute
3

4 **C. FINAL ACCEPTANCE**

5 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give
6 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder
7 unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance
8 determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
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ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon the Billing Rates Worksheets attached hereto and based on a negotiated cost estimate 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 Billing Rates Worksheet. Actual costs for any Task Order shall not exceed the authorized cost estimate. If actual costs are expected to exceed the amount authorized, a new, separate Task Order and associated cost estimate must be authorized prior to incurrence of any cost that exceeds the amount authorized. The sum of the Task Order cost estimates authorized in each year shall not exceed the maximum annual amount.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided 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 the Billing Rates Worksheets attached hereto. Billing rates for staff positions not listed in the billing rates shall be approved by the COUNTY.

B. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates defined in each Task Order, or at actual invoiced cost. Travel by air and/or travel in excess of 100 miles from CONSULTANT's office nearest to the COUNTY's office and/or Task Order must have COUNTY's prior written approval to be reimbursed under this Agreement.

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the negotiated cost proposal for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide sub consulting services under this contract are listed below:

VCS Environmental

Kleinfelder

Community Works Design Group

C Below Subsurface Imaging

ARTICLE CIII • INVOICING

CONSULTANT shall submit invoices in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS 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's Contract Administrator.
2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's monthly invoice submittals and be in conformance with the COUNTY's Consulting Services Invoicing Procedures.
3. The charges for each individual assigned under this Contract shall be listed separately.
4. Charges for Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
5. Each invoice shall bear a certification signed by the CONSULTANT's 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 CIV • PAYMENT

Progress payments shall be made in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS.

ARTICLE CV • COST PROPOSAL

The total annual amount of services to be performed under this contract shall not exceed [\$250,000] unless approved in writing by the COUNTY.

Annual Budget Amount:

<u>Year</u>	<u>Amount</u>
Contract Execution Date to June 30, 2020	[\$250,000]
July 1, 2020 to June 30, 2021	[\$250,000]
July 1, 2021 to June 30, 2022	[\$250,000]

On-Call Engineering Services – Roadway/Highway Engineering

July 1, 2022 to June 30, 2023 [\$250,000] (Requires Transportation Director or Board Approval)

July 1, 2023 to June 30, 2024 [\$250,000] (Requires Transportation Director or Board Approval)

ARTICLE CVI • BILLING RATES

Billing rates are subject to the following:

A. PREMIUM OVERTIME PREMIUM OVERTIME

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

B. BILLING RATES

Billing rates shown herein are in effect for five (5) years from the effective date of the contract. 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 Transportation Director, or their designee.

Exhibit 10-H2 Cost Proposal

EXHIBIT 10-H2
Cost ProposalState of California - Department of Transportation
Cost Proposal
On-Call ContractPrime: TKE Engineering, Inc.
Riverside Transportation On-Call
Date: Revised September 18, 2019

Combined Rate	Fringe Benefit %	Overhead %	General Administration %	Combined ICR %
	28.22%	94.75%	0.00%	122.97%
		Fee %		
		10.00%		

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average	Hourly Range for Classification Only
	Straight	Overtime	From	To			
Michael Thornton President	\$ 306.58	N/A	7/1/2019	6/30/2020		\$ 125.00	N/A
	\$ 311.18	N/A	7/1/2020	6/30/2021	1.50%	\$ 126.88	
	\$ 320.52	N/A	7/1/2021	6/30/2022	3.00%	\$ 130.68	
Exempt	\$ 330.13	N/A	7/1/2022	6/30/2023	3.00%	\$ 134.60	
	\$ 340.04	N/A	7/1/2023	6/30/2024	3.00%	\$ 138.64	
Terry Renner Vice President	\$ 235.46	N/A	7/1/2019	6/30/2020		\$ 96.00	N/A
	\$ 238.99	N/A	7/1/2020	6/30/2021	1.50%	\$ 97.44	
	\$ 246.16	N/A	7/1/2021	6/30/2022	3.00%	\$ 100.36	
Exempt	\$ 253.54	N/A	7/1/2022	6/30/2023	3.00%	\$ 103.37	
	\$ 261.15	N/A	7/1/2023	6/30/2024	3.00%	\$ 106.48	
Steven Ledbetter Project Manager	\$ 112.82	N/A	7/1/2019	6/30/2020		\$ 46.00	N/A
	\$ 114.52	N/A	7/1/2020	6/30/2021	1.50%	\$ 46.69	
	\$ 117.95	N/A	7/1/2021	6/30/2022	3.00%	\$ 48.09	
Exempt	\$ 121.49	N/A	7/1/2022	6/30/2023	3.00%	\$ 49.53	
	\$ 125.13	N/A	7/1/2023	6/30/2024	3.00%	\$ 51.02	
Michael Heath Project Manager	\$ 129.99	N/A	7/1/2019	6/30/2020		\$ 53.00	N/A
	\$ 131.94	N/A	7/1/2020	6/30/2021	1.50%	\$ 53.80	
	\$ 135.90	N/A	7/1/2021	6/30/2022	3.00%	\$ 55.41	
Exempt	\$ 139.98	N/A	7/1/2022	6/30/2023	3.00%	\$ 57.07	
	\$ 144.18	N/A	7/1/2023	6/30/2024	3.00%	\$ 58.78	
David Kinzie Project Manager	\$ 164.33	N/A	7/1/2019	6/30/2020		\$ 67.00	N/A
	\$ 166.79	N/A	7/1/2020	6/30/2021	1.50%	\$ 68.01	
	\$ 171.80	N/A	7/1/2021	6/30/2022	3.00%	\$ 70.05	
Exempt	\$ 176.95	N/A	7/1/2022	6/30/2023	3.00%	\$ 72.15	
	\$ 182.26	N/A	7/1/2023	6/30/2024	3.00%	\$ 74.31	
Project Manager	\$ -	N/A	7/1/2019	6/30/2020		\$ -	\$45-\$70
	\$ -	N/A	7/1/2020	6/30/2021	1.50%	\$ -	\$45.68-\$71.05
	\$ -	N/A	7/1/2021	6/30/2022	3.00%	\$ -	\$47.05-\$73.18
Exempt	\$ -	N/A	7/1/2022	6/30/2023	3.00%	\$ -	\$48.46-\$75.38
	\$ -	N/A	7/1/2023	6/30/2024	3.00%	\$ -	\$49.91-\$77.64
Ron Musser Senior Surveyor	\$ 110.37	N/A	7/1/2019	6/30/2020		\$ 45.00	N/A
	\$ 112.03	N/A	7/1/2020	6/30/2021	1.50%	\$ 45.68	
	\$ 115.39	N/A	7/1/2021	6/30/2022	3.00%	\$ 47.05	
Exempt	\$ 118.85	N/A	7/1/2022	6/30/2023	3.00%	\$ 48.46	
	\$ 122.41	N/A	7/1/2023	6/30/2024	3.00%	\$ 49.91	
Senior Surveyor	\$ -	N/A	7/1/2019	6/30/2020		\$ -	\$40-\$65
	\$ -	N/A	7/1/2020	6/30/2021	1.50%	\$ -	\$40.60-\$65.98
	\$ -	N/A	7/1/2021	6/30/2022	3.00%	\$ -	\$41.82-\$67.95
Exempt	\$ -	N/A	7/1/2022	6/30/2023	3.00%	\$ -	\$43.07-\$69.99
	\$ -	N/A	7/1/2023	6/30/2024	3.00%	\$ -	\$44.36-\$72.09
Zuzanna Rand Project Engineer	\$ 115.28	N/A	7/1/2019	6/30/2020		\$ 47.00	N/A
	\$ 117.00	N/A	7/1/2020	6/30/2021	1.50%	\$ 47.71	
	\$ 120.51	N/A	7/1/2021	6/30/2022	3.00%	\$ 49.14	
Exempt	\$ 124.13	N/A	7/1/2022	6/30/2023	3.00%	\$ 50.61	
	\$ 124.13	N/A	7/1/2023	6/30/2024	3.00%	\$ 52.13	

Exhibit 10-H2 Cost Proposal

Brian Wolfe Project Engineer	\$	110.37	N/A	7/1/2019	6/30/2020		\$	45.00	N/A
	\$	112.03	N/A	7/1/2020	6/30/2021		\$	45.68	
	\$	115.39	N/A	7/1/2021	6/30/2022	1.50%	\$	47.05	
Exempt	\$	118.85	N/A	7/1/2022	6/30/2023	3.00%	\$	48.46	
Project Engineer	\$	118.85	N/A	7/1/2023	6/30/2024	3.00%	\$	49.91	
	\$	-	N/A	7/1/2019	6/30/2020		\$	-	\$40-\$50
	\$	-	N/A	7/1/2020	6/30/2021	1.50%	\$	-	\$40.60-\$50.75
	\$	-	N/A	7/1/2021	6/30/2022	3.00%	\$	-	\$41.82-\$52.27
	\$	-	N/A	7/1/2022	6/30/2023	3.00%	\$	-	\$43.07-\$53.84
Exempt	\$	-	N/A	7/1/2023	6/30/2024	3.00%	\$	-	\$44.36-\$55.46
Michelle Arellano Senior Plan Check Engineer	\$	159.42	N/A	7/1/2019	6/30/2020		\$	65.00	N/A
	\$	161.81	N/A	7/1/2020	6/30/2021	1.50%	\$	65.98	
	\$	166.67	N/A	7/1/2021	6/30/2022	3.00%	\$	67.95	
	\$	171.67	N/A	7/1/2022	6/30/2023	3.00%	\$	69.99	
Exempt	\$	176.82	N/A	7/1/2023	6/30/2024	3.00%	\$	72.09	
Dennis Donahue Senior Plan Check Engineer	\$	141.49	N/A	7/1/2019	6/30/2020		\$	57.69	N/A
	\$	143.62	N/A	7/1/2020	6/30/2021	1.50%	\$	58.56	
	\$	147.93	N/A	7/1/2021	6/30/2022	3.00%	\$	60.31	
	\$	152.36	N/A	7/1/2022	6/30/2023	3.00%	\$	62.12	
Exempt	\$	156.93	N/A	7/1/2023	6/30/2024	3.00%	\$	63.99	
Monae Pugh Traffic Engineering Specialist	\$	142.25	N/A	7/1/2019	6/30/2020		\$	58.00	N/A
	\$	144.39	N/A	7/1/2020	6/30/2021	1.50%	\$	58.87	
	\$	148.72	N/A	7/1/2021	6/30/2022	3.00%	\$	60.64	
	\$	153.18	N/A	7/1/2022	6/30/2023	3.00%	\$	62.46	
Exempt	\$	157.78	N/A	7/1/2023	6/30/2024	3.00%	\$	64.33	
Senior Plan Check Engineer/ Traffic Engineering Specialist	\$	-	N/A	7/1/2019	6/30/2020		\$	-	\$50-\$65
	\$	-	N/A	7/1/2020	6/30/2021	1.50%	\$	-	\$50.75-\$65.98
	\$	-	N/A	7/1/2021	6/30/2022	3.00%	\$	-	\$52.27-\$67.96
	\$	-	N/A	7/1/2022	6/30/2023	3.00%	\$	-	\$53.84-\$70.00
Exempt	\$	-	N/A	7/1/2023	6/30/2024	3.00%	\$	-	\$55.46-\$72.10
Octavio Parada Associate Engineer	\$	112.82	\$	169.23	7/1/2019	6/30/2020	\$	46.00	N/A
	\$	114.52	\$	171.77	7/1/2020	6/30/2021	\$	46.69	
	\$	117.95	\$	176.93	7/1/2021	6/30/2022	\$	48.09	
	\$	121.49	\$	182.23	7/1/2022	6/30/2023	\$	49.53	
	\$	125.13	\$	187.70	7/1/2023	6/30/2024	\$	51.02	
Jose Martinez Associate Engineer	\$	98.11	\$	147.16	7/1/2019	6/30/2020	\$	40.00	N/A
	\$	99.58	\$	149.37	7/1/2020	6/30/2021	\$	40.60	
	\$	102.57	\$	153.85	7/1/2021	6/30/2022	\$	41.82	
	\$	105.64	\$	158.46	7/1/2022	6/30/2023	\$	43.07	
	\$	108.81	\$	163.22	7/1/2023	6/30/2024	\$	44.36	
Alex Estepa Associate Engineer	\$	85.84	\$	128.77	7/1/2019	6/30/2020	\$	35.00	N/A
	\$	87.13	\$	130.70	7/1/2020	6/30/2021	\$	35.53	
	\$	89.75	\$	134.62	7/1/2021	6/30/2022	\$	36.59	
	\$	92.44	\$	138.66	7/1/2022	6/30/2023	\$	37.69	
	\$	95.21	\$	142.82	7/1/2023	6/30/2024	\$	38.82	

Exhibit 10-H2 Cost Proposal

Yesenia Diaz	\$	85.84	\$	128.77	7/1/2019	6/30/2020		\$	35.00	N/A
Associate Engineer	\$	87.13	\$	130.70	7/1/2020	6/30/2021	1.50%	\$	35.53	
	\$	89.75	\$	134.62	7/1/2021	6/30/2022	3.00%	\$	36.59	
	\$	92.44	\$	138.66	7/1/2022	6/30/2023	3.00%	\$	37.69	
	\$	95.21	\$	142.82	7/1/2023	6/30/2024	3.00%	\$	38.82	
Marvin Lara	\$	85.84	\$	128.77	7/1/2019	6/30/2020		\$	35.00	N/A
Associate Engineer	\$	87.13	\$	130.70	7/1/2020	6/30/2021	1.50%	\$	35.53	
	\$	89.75	\$	134.62	7/1/2021	6/30/2022	3.00%	\$	36.59	
	\$	92.44	\$	138.66	7/1/2022	6/30/2023	3.00%	\$	37.69	
	\$	95.21	\$	142.82	7/1/2023	6/30/2024	3.00%	\$	38.82	
Kristine Macalima	\$	85.84	\$	128.77	7/1/2019	6/30/2020		\$	35.00	N/A
Associate Engineer	\$	87.13	\$	130.70	7/1/2020	6/30/2021	1.50%	\$	35.53	
	\$	89.75	\$	134.62	7/1/2021	6/30/2022	3.00%	\$	36.59	
	\$	92.44	\$	138.66	7/1/2022	6/30/2023	3.00%	\$	37.69	
	\$	95.21	\$	142.82	7/1/2023	6/30/2024	3.00%	\$	38.82	
Associate Engineer	\$	-	\$	-	7/1/2019	6/30/2020		\$	-	\$30.45
	\$	-	\$	-	7/1/2020	6/30/2021	1.50%	\$	-	\$30.45-\$45.68
	\$	-	\$	-	7/1/2021	6/30/2022	3.00%	\$	-	\$31.36-\$47.05
	\$	-	\$	-	7/1/2022	6/30/2023	3.00%	\$	-	\$32.30-\$48.46
	\$	-	\$	-	7/1/2023	6/30/2024	3.00%	\$	-	\$33.27-\$49.91
Chance Renner	\$	63.77	\$	95.65	7/1/2019	6/30/2020		\$	26.00	N/A
Assistant Engineer	\$	64.73	\$	97.09	7/1/2020	6/30/2021	1.50%	\$	26.39	
	\$	66.67	\$	100.00	7/1/2021	6/30/2022	3.00%	\$	27.18	
	\$	68.67	\$	103.00	7/1/2022	6/30/2023	3.00%	\$	28.00	
	\$	70.73	\$	106.09	7/1/2023	6/30/2024	3.00%	\$	28.84	
Aidan Thornton	\$	36.79	\$	55.19	7/1/2019	6/30/2020		\$	15.00	N/A
Assistant Engineer	\$	37.34	\$	56.01	7/1/2020	6/30/2021	1.50%	\$	15.23	
	\$	38.46	\$	57.69	7/1/2021	6/30/2022	3.00%	\$	15.68	
	\$	39.62	\$	59.42	7/1/2022	6/30/2023	3.00%	\$	16.15	
	\$	40.80	\$	61.21	7/1/2023	6/30/2024	3.00%	\$	16.64	
Assistant Engineer	\$	-	\$	-	7/1/2019	6/30/2020		\$	-	\$15-\$30
	\$	-	\$	-	7/1/2020	6/30/2021	1.50%	\$	-	\$15.23-\$30.45
	\$	-	\$	-	7/1/2021	6/30/2022	3.00%	\$	-	\$15.69-\$31.36
	\$	-	\$	-	7/1/2022	6/30/2023	3.00%	\$	-	\$16.16-\$32.30
	\$	-	\$	-	7/1/2023	6/30/2024	3.00%	\$	-	\$16.64-\$33.27
Brett Enstoe ***	\$	61.32	\$	91.98	7/1/2019	6/30/2020		\$	25.00	N/A
Surveyor	\$	62.24	\$	93.35	7/1/2020	6/30/2021	1.50%	\$	25.38	
	\$	64.10	\$	96.16	7/1/2021	6/30/2022	3.00%	\$	26.14	
	\$	66.03	\$	99.04	7/1/2022	6/30/2023	3.00%	\$	26.92	
	\$	68.01	\$	102.01	7/1/2023	6/30/2024	3.00%	\$	27.73	
Myral Batla ***	\$	61.32	\$	91.98	7/1/2019	6/30/2020		\$	25.00	N/A
Surveyor	\$	62.24	\$	93.35	7/1/2020	6/30/2021	1.50%	\$	25.38	
	\$	64.10	\$	96.16	7/1/2021	6/30/2022	3.00%	\$	26.14	
	\$	66.03	\$	99.04	7/1/2022	6/30/2023	3.00%	\$	26.92	
	\$	68.01	\$	102.01	7/1/2023	6/30/2024	3.00%	\$	27.73	

Exhibit 10-H2 Cost Proposal

Stephen Biscotti "H2H"	\$	61.32	\$	91.98	7/1/2019	6/30/2020		\$	25.00	N/A
Inspector	\$	62.24	\$	93.35	7/1/2020	6/30/2021	1.50%	\$	25.38	
	\$	64.10	\$	96.16	7/1/2021	6/30/2022	3.00%	\$	26.14	
	\$	66.03	\$	99.04	7/1/2022	6/30/2023	3.00%	\$	26.92	
	\$	68.01	\$	102.01	7/1/2023	6/30/2024	3.00%	\$	27.73	
Brad Enscoe "H2H"	\$	61.32	\$	91.98	7/1/2019	6/30/2020		\$	25.00	N/A
Inspector	\$	62.24	\$	93.35	7/1/2020	6/30/2021	1.50%	\$	25.38	
	\$	64.10	\$	96.16	7/1/2021	6/30/2022	3.00%	\$	26.14	
	\$	66.03	\$	99.04	7/1/2022	6/30/2023	3.00%	\$	26.92	
	\$	68.01	\$	102.01	7/1/2023	6/30/2024	3.00%	\$	27.73	
Patrick Palafox "H2H"	\$	61.32	\$	91.98	7/1/2019	6/30/2020		\$	25.00	N/A
Inspector	\$	62.24	\$	93.35	7/1/2020	6/30/2021	1.50%	\$	25.38	
	\$	64.10	\$	96.16	7/1/2021	6/30/2022	3.00%	\$	26.14	
	\$	66.03	\$	99.04	7/1/2022	6/30/2023	3.00%	\$	26.92	
	\$	68.01	\$	102.01	7/1/2023	6/30/2024	3.00%	\$	27.73	

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED
CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant TKE Engineering, Inc. ☒ Prime Consultant ☐ SubconsultantProject No. TBD Contract No. TBD Date: 04/18/19

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	TBD	\$0.585	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1: VCS Environmental			\$	\$
Subconsultant 2: C Below			\$	\$
Subconsultant 3: Community Works Design Group			\$	\$
Subconsultant 4: Kleinfelder			\$	\$
Subconsultant 5:			\$	\$

Note: Add additional pages if necessary.

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Terry Renner

Title *: Vice President

Signature :

Date of Certification (mm/dd/yyyy): 02/12/19

Email: trenner@tkeengineering.com

Phone Number: (951) 680-0440

Address: 2305 Chicago Avenue, Riverside, CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant: C Below, Inc. ☐ Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. TBD Participation Amount \$ _____ Date 4/15/2019

For Combined Rate	0.00 % + General 110.00 %	=	110.00%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee			
		=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ² OT(1.5x) OT(2x)	Effective Date of Hourly Rate From To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - or Classifications Only		
Locating Field Manager*	\$143.48	\$215.22	\$286.96	07/01/2019	06/30/2020	\$39.72	Not Applicable	
	\$148.71	\$223.65	\$297.42	07/01/2020	06/30/2021	\$41.77		
	\$154.04	\$231.06	\$308.08	07/01/2021	06/30/2022	\$43.87		
	\$159.57	\$239.35	\$319.14	07/01/2022	06/30/2023	\$46.02		
	\$165.19	\$247.78	\$330.38	07/01/2023	06/30/2024	\$48.22		
Survey Party Chief Director*	\$143.48	\$215.22	\$286.96	07/01/2019	06/30/2020	\$39.72	Not Applicable	
	\$148.71	\$223.65	\$297.42	07/01/2020	06/30/2021	\$41.77		
	\$154.04	\$231.06	\$308.08	07/01/2021	06/30/2022	\$43.87		
	\$159.57	\$239.35	\$319.14	07/01/2022	06/30/2023	\$46.02		
	\$165.19	\$247.78	\$330.38	07/01/2023	06/30/2024	\$48.22		
Potholing Rig Operator*	\$143.48	\$215.22	\$286.96	07/01/2019	06/30/2020	\$39.72	Not Applicable	
	\$148.71	\$223.65	\$297.42	07/01/2020	06/30/2021	\$41.77		
	\$154.04	\$231.06	\$308.08	07/01/2021	06/30/2022	\$43.87		
	\$159.57	\$239.35	\$319.14	07/01/2022	06/30/2023	\$46.02		
	\$164.68	\$247.02	\$329.39	07/01/2023	06/30/2024	\$48.02		
Drafter/CAD	\$61.30	\$91.95	\$122.60	07/01/2019	06/30/2020	\$24.00	3.5%	
	\$63.45	\$95.17	\$126.92	07/01/2020	06/30/2021	\$24.84		
	\$65.70	\$98.55	\$131.40	07/01/2021	06/30/2022	\$25.72		
	\$68.00	\$102.00	\$136.00	07/01/2022	06/30/2023	\$26.62		
	\$70.37	\$105.55	\$140.74	07/01/2023	06/30/2024	\$27.55		
Project Manager	\$104.42	\$156.63	\$208.84	07/01/2019	06/30/2020	\$40.88	3.5%	
	\$108.07	\$162.10	\$216.14	07/01/2020	06/30/2021	\$42.31		
	\$111.85	\$167.77	\$223.70	07/01/2021	06/30/2022	\$43.79		
	\$115.76	\$173.64	\$231.52	07/01/2022	06/30/2023	\$45.32		
	\$119.80	\$179.70	\$239.60	07/01/2023	06/30/2024	\$46.90		

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant C Below, Inc.☐ Prime Consultant☒ Subconsultant

Project No. _____

Contract No. TBDDate 04/15/2019

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Potholing Rig/ Daily		each	\$1,750	\$1,750
Utility Locating Equipment		each	\$225	\$225
Mapping equipment charges		each	\$685	\$685
* All Items above are daily				\$
				\$
				\$
				\$
				\$
Grand Total				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Chris LoeraTitle *: CEOSignature: Chris LoeraDate of Certification: 04/15/2019Email: ChrisL@cbelow.comPhone Number: 888-902-3569Address: 14280 Euclid Avenue Chino, CA 91710

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Subsurface Utility Locating

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant Community Works Design Group, LLC☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ 150,000Date 2/12/2019

For Combined Rate	Fringe Benefit 84.70% + General & Administrative 46.11%	=	Combined ICR 130.81%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

	Fee	=	%
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BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Scott Rice - Principal Landscape Architect	\$73.25	N/A	N/A	07/01/2019	06/30/2020	\$73.25	0.0%	Not Applicable
	\$73.25	N/A	N/A	07/01/2020	06/30/2021	\$73.25	0.0%	
	\$73.25	N/A	N/A	07/01/2021	06/30/2022	\$73.25	0.0%	
Kay Kite - Senior Project Manager/Irrigation Designer	\$50.75	N/A	N/A	07/01/2019	06/30/2020	\$50.75	0.0%	Not Applicable
	\$50.75	N/A	N/A	07/01/2020	06/30/2021	\$50.75	0.0%	
	\$50.75	N/A	N/A	07/01/2021	06/30/2022	\$50.75	0.0%	
Diego Lopez - Landscape Designer	\$43.25	N/A	N/A	07/01/2019	06/30/2020	\$43.25	0.0%	Not Applicable
	\$43.25	N/A	N/A	07/01/2020	06/30/2021	\$43.25	0.0%	
	\$43.25	N/A	N/A	07/01/2021	06/30/2022	\$43.25	0.0%	
TBD- Senior Project Manager	\$45-\$55	N/A	N/A	07/01/2019	06/30/2020	\$45-\$55	0.0%	Not Applicable
				07/01/2020	06/30/2021		0.0%	
				07/01/2021	06/30/2022		0.0%	
TBD- Landscape Designer	\$35-\$45	N/A	N/A	07/01/2019	06/30/2020	\$35-\$45	0.0%	Not Applicable
				07/01/2020	06/30/2021		0.0%	
				07/01/2021	06/30/2022		0.0%	

(Add pages as necessary)

NOTE: No wage increases are proposed for any of our staff members throughout the duration of this contract.

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant Community Works Design Group, LLC☐ Prime Consultant☒ Subconsultant

Project No. _____

Contract No. _____

Date 2/12/19

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		mile	\$ 0.58	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets		SF	\$ 1.50	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

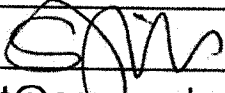
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Scott Rice Title *: Vice President
Signature :  Date of Certification (mm/dd/yyyy): 2/12/2019
Email: scott@comworksdcg.com Phone Number: (951)369-0700
Address: 4649 Brockton Avenue, Riverside, CA 92506

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Landscape Architecture
ADA/ CASp Consulting
Irrigation Design and Water Auditing

EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant: Kleinfelder, Inc.

☐ Prime Consultant

☒ Subconsultant

Project No.: TBD Contract No.: TBD Participation Amount \$ TBD Date: 4/16/2019

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR %	161.63%
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OR

For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR %	
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR %	

No Prevailing Wage Work	Fee	=	10.00%	2.878
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
		OT(1.5x)	OT(2x)	From	To			
Woon, Jeff Principal	\$242.30	\$363.45	\$484.60	7/1/2019	6/30/2020	\$84.19		Not Applicable
	\$254.42	\$381.63	\$508.84	7/1/2020	6/30/2021	\$88.40	5.00%	
	\$267.14	\$400.71	\$534.28	7/1/2021	6/30/2022	\$92.82	5.00%	
	\$280.49	\$420.74	\$560.98	7/1/2022	6/30/2023	\$97.46	5.00%	
	\$294.51	\$441.77	\$589.02	8/1/2023	6/30/2024	\$102.33	5.00%	
Lawson, Scott* Project Manager	\$188.97	\$283.46	\$377.94	7/1/2019	6/30/2020	\$65.66		Not Applicable
	\$198.41	\$297.62	\$396.82	7/1/2020	6/30/2021	\$68.94	5.00%	
	\$208.34	\$312.51	\$416.68	7/1/2021	6/30/2022	\$72.39	5.00%	
	\$218.76	\$328.14	\$437.52	7/1/2022	6/30/2023	\$76.01	5.00%	
	\$229.69	\$344.54	\$459.38	8/1/2023	6/30/2024	\$79.81	5.00%	
Senior Engineer	\$147.61	\$221.42	\$295.22	7/1/2019	6/30/2020	\$51.29		Not Applicable
	\$154.98	\$232.47	\$309.96	7/1/2020	6/30/2021	\$53.85	5.00%	
	\$162.72	\$244.08	\$325.44	7/1/2021	6/30/2022	\$56.54	5.00%	
	\$170.87	\$256.31	\$341.74	7/1/2022	6/30/2023	\$59.37	5.00%	
	\$179.41	\$269.12	\$358.82	8/1/2023	6/30/2024	\$62.34	5.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
Project Engineer	\$114.29 \$120.01 \$126.03 \$132.33 \$138.95	\$171.44 \$180.02 \$189.05 \$198.50 \$208.43	\$228.58 \$240.02 \$252.06 \$264.66 \$277.90	7/1/2019 6/30/2020 7/1/2020 6/30/2021 7/1/2021 6/30/2022 7/1/2022 6/30/2023 8/1/2023 6/30/2024	\$39.71 \$41.70 \$43.79 \$45.98 \$48.28	5.00% 5.00% 5.00% 5.00%	Not Applicable
Staff Engineer	\$99.12 \$104.07 \$109.28 \$114.75 \$120.47	\$148.68 \$156.11 \$163.92 \$172.13 \$180.71	\$198.24 \$208.14 \$218.56 \$229.50 \$240.94	7/1/2019 6/30/2020 7/1/2020 6/30/2021 7/1/2021 6/30/2022 7/1/2022 6/30/2023 8/1/2023 6/30/2024	\$34.44 \$36.16 \$37.97 \$39.87 \$41.86	5.00% 5.00% 5.00% 5.00%	Not Applicable
CADD Technician	\$106.95 \$112.30 \$117.91 \$123.81 \$130.00	\$160.43 \$168.45 \$176.87 \$185.72 \$195.00	\$213.90 \$224.60 \$235.82 \$247.62 \$260.00	7/1/2019 6/30/2020 7/1/2020 6/30/2021 7/1/2021 6/30/2022 7/1/2022 6/30/2023 8/1/2023 6/30/2024	\$37.16 \$39.02 \$40.97 \$43.02 \$45.17	5.00% 5.00% 5.00% 5.00%	Not Applicable
Project Controls/Administrative	\$115.67 \$121.45 \$127.52 \$133.91 \$140.62	\$173.51 \$182.18 \$191.28 \$200.87 \$210.93	\$231.34 \$242.90 \$255.04 \$267.82 \$281.24	7/1/2019 6/30/2020 7/1/2020 6/30/2021 7/1/2021 6/30/2022 7/1/2022 6/30/2023 8/1/2023 6/30/2024	\$40.19 \$42.20 \$44.31 \$46.53 \$48.86	5.00% 5.00% 5.00% 5.00%	Not Applicable

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSALSPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Kleinfelder, Inc.

☐ Prime Consultant☒ Subconsultant

Project No. TBD

Contract No. TBD

Date: 4/16/2019

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs Geotechnical Laboratory Tests			IRS Rate	
			See Attached	

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

**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Standard Proctor, 4" Mold	D698, T99	\$	240.00	each
Standard Proctor, 6" Mold	D698, T99	\$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	\$	240.00	each
Modified Proctor, 6" Mold	D1557, T180	\$	240.00	each
Proctor Check Point	T272	\$	125.00	each
Proctor Oversize Correction	D4718	\$	70.00	each
Treated Soil Proctor	D558	\$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	\$	400.00	each
Moisture/Density, TEX 113-E	TEX113-E	\$	275.00	each
Moisture/Density, TEX 114-E	TEX114-E	\$	275.00	each
California Impact, CTM 216, Dry Method	CTM216	\$	225.00	each
California Impact, CTM 216, Wet Method	CTM216	\$	195.00	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method[†]	Fee		
Visual Classification	D2488	\$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140	\$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88	\$	125.00	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	125.00	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	160.00	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	175.00	each
Water Content	D2216, D4363, T265	\$	25.00	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	45.00	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	115.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	180.00	each
Atterberg Limits, Liquid Limit Only	D4318, T90	\$	115.00	each
Soil Specific Gravity	D854, T100	\$	150.00	each
Soil Organic Content	D2974-C	\$	110.00	each
Pinhole Dispersion Classification	D4647	\$	400.00	each
Soil pH	D4972, G51	\$	60.00	each
Double Hydrometer for Dispersive Soils	D4221	\$	400.00	each
Soil Resistivity	G187	\$	160.00	each
Chloride Content		\$	60.00	each
Sulfate Content		\$	60.00	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	315.00	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	925.00	each

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method[†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	350.00	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	650.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

Annual escalation of 3% on contract execution anniversary date.

**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS (continued)				
Test	Standard Test Method[†]	Fee		
Resistance R-Value	D2844	\$	315.00	each
Resistance R-Value of Treated Material	D2844	\$	370.00	each
Rock Correction for R-Value	D2844	\$	85.00	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	175.00	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	950.00	each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM373	\$	160.00	each
CTM 373, 1 Lime Content	CTM373	\$	365.00	each
CTM 373, 3 Lime Contents	CTM373	\$	1,050.00	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	175.00	each
Resilient Modulus	T307	\$	475.00	each
CTB Strength, Individual Specimen		\$	185.00	each
CTB Strength, Set of 3, Without Design		\$	420.00	each
CTB Complete Mix Design		\$	1,250.00	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	15.00	each
Unconfined Compressive Strength	D2166, T208	\$	140.00	each
Direct Shear, 1 Point	D3080, T236	\$	135.00	each
Direct Shear, 3 Points	D3080, T236	\$	370.00	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	210.00	each
Consolidation without Time Rate Plots	D2435-Modified	\$	345.00	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	450.00	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	630.00	each
Collapse Potential	D5333	\$	185.00	each
One Dimensional Free Swell	D4546	\$	155.00	each
One Dimensional Swell, Percent Heave	D4546	\$	250.00	each
One Dimensional Swell with Consolidation	D4546	\$	465.00	each
Expansion Index	D4829	\$	185.00	each
Denver Swell Test		\$	110.00	each
Permeability, Rigid Wall	D2434	\$	420.00	each
Permeability, Flexible Wall	D5084-C	\$	380.00	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	475.00	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,250.00	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	210.00	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	575.00	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	285.00	each
Triaxial Compression, UU Saturated, 3 Points	D2850-Modified	\$	790.00	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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Annual escalation of 3% on contract execution anniversary date.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

AGGREGATE TESTS

Test	Standard Test Method [†]	Fee	
Acid Solubility	AWWA B100	\$ 175.00	each
Air Degradation	ODT TM208	\$ 200.00	each
ASR Reactivity, Long Method	C227, C1293	\$ 1,575.00	each
ASR Reactivity, Short Method	C1260, C1567	\$ 895.00	each
Cleanliness Value	CTM227	\$ 160.00	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$ 105.00	each
Coarse Specific Gravity & Absorption	C127, T85	\$ 80.00	each
Fine Specific Gravity & Absorption	C128, T84	\$ 105.00	each
Coarse Durability	D3744, T210	\$ 140.00	each
Fine Durability	D3744, T210	\$ 140.00	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$ 80.00	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$ 105.00	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$ 330.00	each
Los Angeles Abrasion, Large Aggregate	C535	\$ 210.00	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$ 185.00	each
Mortar Sand Strength	C87, CTM515	\$ 580.00	each
Organic Impurities	C40, T21	\$ 65.00	each
Sand Equivalent, 1 point	D2419, T176	\$ 75.00	each
Sand Equivalent, 3 points	D2419, T176	\$ 140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$ 85.00	each
Sieve Analysis, Fine	C136, T27	\$ 125.00	each
Sieve Analysis, Coarse	C136, T27	\$ 125.00	each
Sieve Analysis, Coarse and Fine	C136, T27	\$ 160.00	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$ 145.00	each
Unit Weight	C29, T19	\$ 65.00	each
Water Content	D2216, C566, T255	\$ 25.00	each
Texas Wet Ball Mill	TEX116E	\$ 300.00	each
Decantation Wash	TEX406A	\$ 90.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$ 135.00	each
Idaho Degradation	IDT T-15	\$ 330.00	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

FILTER MEDIA TESTS

Test	Standard Test Method [†]	Fee	
Filter Media, Sieve Analysis <i>(includes d10, d60, es, cu)</i>	AWWA B100	\$ 185.00	each
Filter Media, Mohs Hardness	AWWA B100	\$ 185.00	each
Filter Media, Percent Silica		\$ 200.00	each
Acid Solubility	AWWA B100	\$ 175.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation		\$	85.00	each
Rock Direct Shear, 1 Point	D5607	\$	150.00	each
Rock Direct Shear, 3 Points	D5607	\$	375.00	each
Rock Mohs Hardness		\$	25.00	each
Rock Point Load Index	D5731	\$	35.00	each
Rock Point Load, Set of 10	D5731	\$	210.00	each
Rock Slake Durability	D4644	\$	135.00	each
Rock Tensile/Brazilian	D3967	\$	215.00	each
Rock Triaxial Compression w/Modulus of Rupture	D7012	\$	560.00	each
Rock Triaxial Compression	D7012	\$	420.00	each
Rock Unconfined Compression	D7012	\$	210.00	each
Rock Unconfined Compression w/Modulus of Rupture	D7012	\$	360.00	each
<i>Above testing fees include routine sample preparation (grinding) and test sample photographs.</i>				

CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
Concrete Compression	C39	\$	31.00	each
Concrete Core Compression	C42	\$	70.00	each
Concrete Creep	C512	\$	2,000.00	each
Concrete Cylinder Unit Weight	C567	\$	105.00	each
Concrete Drying Shrinkage, set of 3	C157	\$	500.00	each
Concrete Flexural Strength	C78	\$	105.00	each
Concrete Modulus of Elasticity	C469	\$	300.00	each
Concrete Splitting Tensile Strength	C496	\$	90.00	each
Concrete Core Thickness	C174	\$	20.00	each
Concrete Laboratory Trial Batch	C192	\$	1,250.00	each
RCC Compression	C39	\$	65.00	each
Shotcrete Compression	C1140	\$	80.00	each
Concrete Absorption after 3-Hour Boil	C497	\$	160.00	each
Concrete Absorption after 5-Hour Boil	C497, C642	\$	160.00	each
Concrete Absorption after 10-Minute Soak	C497	\$	105.00	each
CLSM Compression	D4832	\$	45.00	each
Concrete Permeability	COE CRD C 48	\$	2,800.00	each
Concrete Chloride Ion Penetration	C1202	\$	750.00	each

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**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

MASONRY TESTS

Test	Standard Test Method[†]	Fee		
Masonry Grout Compression	C1019	\$	31.00	each
Masonry Mortar Compression	C942	\$	31.00	each
Masonry Core Compression	CA DSA	\$	70.00	each
Masonry Core Shear	CA DSA	\$	70.00	each
Masonry Prism Compression	C1314	\$	115.00	each
CMU Absorption and Received Moisture	C140	\$	80.00	each
CMU Compression	C140	\$	105.00	each
CMU Dimension Verification	C140	\$	45.00	each
CMU Lineal Shrinkage	C426	\$	250.00	each
Masonry Brick Absorption	C67	\$	85.00	each
CMU/Seg. Retaining Wall Unit Freeze-Thaw		\$	1,750.00	each

ASPHALT TESTS

BINDER TESTS

Test	Standard Test Method[†]	Fee		
Absolute Viscosity	D2171	\$	220.00	each
Bitumen Penetration	D5	\$	80.00	each
Kinematic Viscosity	D2170	\$	200.00	each
Recovery by Roto-Vapor	D5404	\$	365.00	each
Softening Point, Ring & Ball	D36	\$	105.00	each
Bitumen Recovery by Absorb Method	D5404	\$	375.00	each
Ductility of Bitumen	D113	\$	130.00	each
Resilience of AR Binders	D5329	\$	80.00	each

EMULSION TESTS

Test	Standard Test Method[†]	Fee		
Emulsion Elastic Recovery	D6084, T301	\$	260.00	each
Emulsion Settlement	D6930, T59	\$	235.00	each
Emulsion Sieve Test	D6933, T59	\$	105.00	each
Emulsion Storage Stability	D6930, T59	\$	185.00	each
Emulsion Torsional Recovery	CTM332	\$	160.00	each
Particle Charge	D7402, T59	\$	105.00	each
Residue by Evaporation	D6934, T59	\$	115.00	each
Saybolt Viscosity	D7946, T59	\$	160.00	each

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**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

ASPHALT TESTS (continued)

MIX PROPERTY TESTS				
Test	Standard Test Method[†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203	\$	50.00	each
VMA Determination (<i>calculation only</i>)		\$	55.00	each
VFA Determination (<i>calculation only</i>)		\$	55.00	each
Volumetric Properties (<i>calculation only</i>)		\$	55.00	each
Gradation of Extracted Aggregate	D5444	\$	120.00	each
AC Core Thickness	D3549	\$	15.00	each
AC Content by Extraction	D2172	\$	210.00	each
Hveem Stability	D1560	\$	340.00	each
Hveem Stability without Compaction	D1560	\$	175.00	each
AC Content by Ignition Oven	D6307, T308	\$	150.00	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	315.00	each
AC Moisture Content	T329	\$	55.00	each
AC Content by Nuclear Gauge	D4125	\$	220.00	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	160.00	each
AC Swell	CTM305	\$	110.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55.00	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	350.00	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Centrifuge Kerosene Equivalent	CTM303	\$	250.00	each
Film Stripping	CTM302	\$	130.00	each
Index of Retained Strength	D1075	\$	1,050.00	each
Unit Weight, Gyrotory Method	T312	\$	370.00	each
Unit Weight, Hveem Method	D1561	\$	300.00	each
Unit Weight, Marshall Method	D6926	\$	220.00	each
Maximum Theoretical Specific Gravity	D2041	\$	150.00	each
Moisture Induced Damage	T283	\$	1,470.00	each
Caltrans Tensile Strength Ratio	CTM371	\$	2,200.00	each
Moisture Vapor Susceptibility		\$	300.00	each
Mix Design, Hveem Method W/RAP		\$	7,600.00	each
Mix Design, Hveem Method		\$	5,400.00	each
Mix Design, Marshall Method		\$	3,000.00	each
Mix Design, Superpave Method		\$	6,000.00	each
Caltrans Opt Bitumen Content OGFC	CTM368	\$	1,575.00	each
Hamburg Wheel Track, Set of 2		\$	1,100.00	each

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**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

METAL TESTS

BOLT TESTS

Test	Standard Test Method [†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer)*	F606	\$	200.00	each
Bolt Hardness	E18	\$	30.00	each
Bolt Proof Load	F606	\$	40.00	each
Bolt Wedge Tensile	F606	\$	40.00	each
Nut Hardness	E18	\$	30.00	each
Nut Proof Load	F606	\$	40.00	each
Washer Hardness	E18	\$	30.00	each

**An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

METAL TESTS

Test	Standard Test Method [†]	Fee		
Bend	A370, E290	\$	40.00	each
Rebar Coupler Slippage	A370, CTM 670	\$	140.00	each
Rebar Coupler Tensile	A370, A1034, CTM 670	\$	90.00	each
Rebar Coupler Tensile ≥ 2 Sq.In. CrossSect	A370, A1034, CTM 670	\$	150.00	each
CTM 670 Strain (Elongation)	CTM670	\$	20.00	each
PT Strand Tensile	A370, A1061	\$	150.00	each
Spliced Specimen Tensile	A370, A1034	\$	90.00	each
Tensile < 2.0 Sq. In. Cross-Sect.	A370, E8	\$	90.00	each
Tensile ≥ 2.0 Sq. In. Cross-Sect.	A370, E8	\$	150.00	each
Rockwell Hardness	E18	\$	30.00	each
Macroetch	E381	\$	200.00	each
Charpy Impact, Set of 3 *	A370, A673	\$	315.00	each
Galvanization Thickness	B499, E376	\$	25.00	each
Metal Modulus of Elasticity		\$	80.00	each
Fireproofing Density	E605	\$	55.00	each

**Machining test specimens is not included. Additional fees may be assessed for testing at temperatures other than 40°F.*

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**KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	Standard Test Method[†]	Fee		
Dimension Stone, Absorption/Spec. Grav.	C97	\$	220.00	set/5
Dimension Stone, Compressive Strength	C170	\$	220.00	set/5
Dimension Stone, Flexural Strength	C880	\$	220.00	set/5
Dimension Stone, Modulus Of Rupture	C99	\$	220.00	set/5

ROOFING MATERIAL				
Test	Standard Test Method[†]	Fee		
Roof Tile Absorption		\$	100.00	each
Roofing, Unit Weight of Surfacing	D2829	\$	100.00	each
Roof Tile Breaking Load	UBC 15-5	\$	50.00	each
Roof Tile, Permeability		\$	150.00	each

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	Standard Test Method[†]	Fee		
Non-Masonry Grout Compression	C579	\$	31.00	each
Hydraulic Ram Calibration		\$	300.00	each
Polymer Composite Materials	D3039	\$	650.00	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	160.00	each
Sample Crushing		\$	125.00	each
Sample Cutting and Trimming		\$	31.00	each
Sample Mixing and Processing		\$	45.00	each
Sample Preparation		\$	45.00	each
Sample Preparation, per hour		\$	100.00	each
Sample Remolding		\$	80.00	each
Contamination Fee		\$	250.00	each
Sample Disposal Fee		\$	10.00	each

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EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Dan BrockmanTitle *: Global Controller, Assistant SecretarySignature: Date of Certification (mm/dd/yyyy): 4/16/2019Email: dbrockman@kleinfelder.comPhone Number: 619-831-4600 X4616Address: 550 West C Street, Suite 1200, San Diego, CA 92101

- * An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Services

Fringe Benefit %	Overhead %	General Administration %	Combined %
0.00% +	0.00% +	0.00% =	0.00%
60.86% +	116.75% +	0.00% =	177.61%
	FEE %		
	10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/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			
Julie Beeman	\$278.65	N/A	7/1/2019	6/30/2020		\$91.25	\$84-\$101
President	\$287.02	N/A	7/1/2020	6/30/2021	3.00%	\$93.99	
[PROJECT TITLE]	\$295.63	N/A	7/1/2021	6/30/2022	3.00%	\$96.81	
Exempt	\$304.49	N/A	7/1/2022	6/30/2023	3.00%	\$99.71	
Wade Caffrey	\$139.46	N/A	7/1/2019	6/30/2020		\$45.67	\$40-\$72
Director, Regulatory	\$143.65	N/A	7/1/2020	6/30/2021	3.00%	\$47.04	
[PROJECT TITLE]	\$147.95	N/A	7/1/2021	6/30/2022	3.00%	\$48.45	
Exempt	\$152.38	N/A	7/1/2022	6/30/2023	3.00%	\$49.90	
Erin Hayes	\$168.84	N/A	7/1/2019	6/30/2020		\$55.29	\$40-\$72
Director, Biology	\$173.91	N/A	7/1/2020	6/30/2021	3.00%	\$56.95	
[PROJECT TITLE]	\$179.13	N/A	7/1/2021	6/30/2022	3.00%	\$58.66	
Exempt	\$184.51	N/A	7/1/2022	6/30/2023	3.00%	\$60.42	
Sean Noonan	\$139.46	N/A	7/1/2019	6/30/2020		\$45.67	\$40-\$72
Director, CEQA	\$143.65	N/A	7/1/2020	6/30/2021	3.00%	\$47.04	
[PROJECT TITLE]	\$147.95	N/A	7/1/2021	6/30/2022	3.00%	\$48.45	
Exempt	\$152.38	N/A	7/1/2022	6/30/2023	3.00%	\$49.90	
Patrick Maxon	\$183.53	N/A	7/1/2019	6/30/2020		\$60.10	\$40-\$72
Director, Cultural	\$189.02	N/A	7/1/2020	6/30/2021	3.00%	\$61.90	
[PROJECT TITLE]	\$194.70	N/A	7/1/2021	6/30/2022	3.00%	\$63.76	
Exempt	\$200.54	N/A	7/1/2022	6/30/2023	3.00%	\$65.67	
Kathleen Douglas	\$99.09	N/A	7/1/2019	6/30/2020		\$32.45	\$29-\$43
Project Manager	\$102.05	N/A	7/1/2020	6/30/2021	3.00%	\$33.42	
[PROJECT TITLE]	\$105.11	N/A	7/1/2021	6/30/2022	3.00%	\$34.42	
Exempt	\$108.25	N/A	7/1/2022	6/30/2023	3.00%	\$35.45	

Subconsultant: Vandermost Consulting Services, Inc.
Riverside Transportation On-Call
Date: February 6, 2019

Date: February 6, 2019

Combined %
0.00%
177.61%

CALCULATION INFORMATION

Name/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			
Carla Marriner	\$110.30	N/A	7/1/2019	6/30/2020		\$36.12	\$29-\$43
Project Manager	\$113.60	N/A	7/1/2020	6/30/2021	3.00%	\$37.20	
[PROJECT TITLE]	\$117.02	N/A	7/1/2021	6/30/2022	3.00%	\$38.32	
Exempt	\$120.53	N/A	7/1/2022	6/30/2023	3.00%	\$39.47	
Molly Burdick-Whipp	\$84.77	\$84.77	7/1/2019	6/30/2020		\$27.76	\$24-\$34
Assistant Project Manager	\$87.31	\$87.31	7/1/2020	6/30/2021	3.00%	\$28.59	
[PROJECT TITLE]	\$89.93	\$89.93	7/1/2021	6/30/2022	3.00%	\$29.45	
Non-Exempt	\$92.62	\$92.62	7/1/2022	6/30/2023	3.00%	\$30.33	
Darcy Hardwick	\$80.74	\$80.74	7/1/2019	6/30/2020		\$26.44	\$24-\$34
Assitant Project Manager	\$83.15	\$83.15	7/1/2020	6/30/2021	3.00%	\$27.23	
[PROJECT TITLE]	\$85.66	\$85.66	7/1/2021	6/30/2022	3.00%	\$28.05	
Non-Exempt	\$88.22	\$88.22	7/1/2022	6/30/2023	3.00%	\$28.89	
Max Ketabi	\$94.02	\$94.02	7/1/2019	6/30/2020		\$30.79	\$24-\$34
GIS Specialist	\$96.83	\$96.83	7/1/2020	6/30/2021	3.00%	\$31.71	
GIS Specialist	\$99.73	\$99.73	7/1/2021	6/30/2022	3.00%	\$32.66	
Non-Exempt	\$102.73	\$102.73	7/1/2022	6/30/2023	3.00%	\$33.64	
Daniel Latham	\$69.38	\$104.07	7/1/2019	6/30/2020		\$22.72	\$21-\$26
Project Coordinator	\$71.46	\$107.19	7/1/2020	6/30/2021	3.00%	\$23.40	
[PROJECT TITLE]	\$73.59	\$110.39	7/1/2021	6/30/2022	3.00%	\$24.10	
Non-Exempt	\$75.79	\$113.69	7/1/2022	6/30/2023	3.00%	\$24.82	

Note: Labor Notes for Parsons Transportation Group, see page 6 of 14.

PROJECT SPECIFIC (FIELD OFFICE)	Fringe Benefit %	Overhead %	General Administration %	Combined %
GENERAL OVERHEAD (HOME OFFICE)	0.00% +	0.00% +	0.00% =	0.00%
	60.86% +	116.75% +	0.00% =	177.61%
		FEE %		
		10.00%		

BILLING INFORMATION

Name/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			
Sierra Coleman	\$77.08	\$115.62	7/1/2019	6/30/2020		\$25.24	\$21-\$26
Project Coordinator	\$79.40	\$119.10	7/1/2020	6/30/2021	3.00%	\$26.00	
[PROJECT TITLE]	\$81.78	\$122.67	7/1/2021	6/30/2022	3.00%	\$26.78	
Non-Exempt	\$84.22	\$126.33	7/1/2022	6/30/2023	3.00%	\$27.58	

CALCULATION INFORMATION

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Julie BeemanTitle *: PresidentSignature : Julie BeemanDate of Certification (mm/dd/yyyy): 02/06/19Email: jbeeman@vcsenvironmental.comPhone Number: (949)289-3624Address: 30900 Rancho Viejo Road Suite 100, San Juan Capistrano, CA 92675

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Consulting Services