

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



**ITEM: 3.46
(ID # 28775)**

MEETING DATE:
Tuesday, January 13, 2026

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the On-Call Services Agreements for Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects with Moffatt & Nichol and CNS Engineers, Inc., through December 15, 2030. All Districts. [\$5,000,000 Total Cost - Federal, State, and Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Services Agreements for Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects with Moffatt & Nichol and CNS Engineers, Inc. for Fiscal Years 25/26-29/30 and authorize the Chair of the Board to execute the same;
2. Authorize the Director of Transportation to approve a no-cost time extension to complete ongoing tasks for Fiscal Years 30/31 – 31/32, as provided for in the Agreement and approved as to form by County Counsel; and
3. Direct the Purchasing Agent to issue Purchase Orders to Moffatt & Nichol and CNS Engineers, Inc. for On-Call Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects up to the total amount of \$5,000,000.


ACTION:Policy


Dennis Acuna, Director of Transportation 12/9/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 13, 2026
xc: Transp.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Varies by project (Federal, State and Local Transportation Funds).			Budget Adjustment: No	
There are no General Funds used in this project.			For Fiscal Year: 25/26-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Department) owns and operates 126 bridges connecting the 2,300 miles of County maintained road system. To rehabilitate and replace the existing transportation infrastructure, the Department requires outside engineering and environmental services to deliver Capital Improvement projects identified and funded in the Transportation Improvement Program (TIP). The Department utilizes the services of on-call consultants to augment its core in-house design staff on an “as needed” basis. Selected on-call consultants provide a variety of engineering and environmental services to assist the county staff in delivering projects involving bridges and other miscellaneous transportation facilities.

The primary sources of funds for these bridges and other facility improvements are Federal Highway Bridge Program HBP funds, State Transportation funds and local funds such as TUMF, Measure A and gasoline tax.

From time to time, the Department also assists other jurisdictions in delivering their major improvement projects because of the experience and established history of successful project delivery. Currently, the Department is managing three bridge replacement projects over the Santa Ana River Bridge (i.e. Hamner Avenue Bridge in the City of Norco, and Mission Boulevard and Market Street Bridge replacement projects in the City of Jurupa Valley and City of Riverside). These projects are funded through the Federal Highway Bridge Program (HBP), State Proposition 1B, and other local fund sources.

The total amount of programmed bridge work identified in the FY 25/26 Transportation Improvements Program (TIP) is nearly \$280,000,000. Of this, a considerable portion has been authorized by the State and Federal Highway Administration (FHWA) to initiate the preliminary engineering and environmental clearance work. This funding was accomplished as part of the County-Wide Bridge Program. The Department will continue its efforts to fund the county bridges on the eligible bridge list as well as those bridges identified as “scour critical” for either replacement or rehabilitation. The agreement will continue to fund additional bridge projects during the upcoming fiscal years as the funding applications are processed and approved by the State.

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A Request for Qualifications (RFQ) was published on the Transportation Department's website, Planetbids's website and the Press Enterprise newspaper to establish a pre-qualified list of consultants to provide Engineering and Environmental services for various projects identified in the TIP. To comply with the funding requirements, the department opted to use Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 two-step process. Sixteen (16) firms submitted Statement of Qualifications (SOQ) as a first step in the selection process, which were carefully reviewed and evaluated by representatives of the Department. All firms selected in the first step were requested to submit their technical proposals and oral presentations. The selection committee concluded the final ranking for the on-call consultants, according to the criteria set forth in the request for proposals and selected the top two qualified firms (Moffatt & Nichol and CNS Engineers, Inc). Moffatt & Nichol and CNS Engineers, Inc. will be assigned on-call services agreements based on two geographically designated areas within the County. Area one will be assigned to Moffat & Nichol to include County Road Maintenance Districts 11, 12, 14, 15 and 16 (western region). Area two will be assigned to CNS Engineers Inc. to include County Road Maintenance Districts 17, 18, 19 and 20 (eastern region). Task orders will be issued on an as-needed basis and will be distributed to the contracted firms in each of the geographical areas.

The County has negotiated with Moffat & Nichol and CNS Engineers, Inc. staff billing rates through December 15, 2030. Each contract is for a total amount not to exceed \$2,500,000 for a five-year term. Funding for the services provided for each assignment will come from the respective project funds and no County General funds will be used.

Impact on Residents and Businesses

Aggressively pursuing the HBP and local matching funds, programming, developing, and subsequently delivering the bridge projects will enable the County of Riverside to maintain and prolong the service life of its existing bridges and achieve a sustainable bridge inventory with the optimal use of available funds.

On-call contracts provide the flexibility needed to engage consultants based on their expertise in addressing critical bridge projects in a short period of time.

SUPPLEMENTAL:

Additional Fiscal Information

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

Contract History and Price Reasonableness

The Transportation Department has reviewed the staff billing rates for both firms (Moffatt & Nichol and CNS Engineers, Inc.). The billing rates in these contracts are within the range of acceptable industry practice for the engineering services. Also, the staff billing rates will remain fixed through the contract period ending on December 15, 2030.

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ATTACHMENTS:

On-call Services Agreement – Moffatt & Nichol

On-call Services Agreement – CNS Engineers

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 12/10/2025

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst 1/8/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 12/17/2025

Contract No.: 25-11-002
Termination Date: 12/15/2030
Amount Authorized: \$2,500,000
Federal Funding: [Yes]
State Funding: [Yes]

ON-CALL SERVICES AGREEMENT

for

**Engineering and Environmental Services for Bridge, Structure,
Interchange, and Roadway Projects**

between

County of Riverside • Transportation Department

and

CNS Engineers, Inc.



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ATTACHMENTS

In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.

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ARTICLE I INTRODUCTION

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

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

The CONSULTANT Project Manager shall be:

James J. Lu, PE, SE

Located at:

11870 Pierce Street, Suite 265, Riverside, CA 92505

The COUNTY Contract Administrator shall be:

Umer Ahmed, PE

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 Period.

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

D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. During the term of this Agreement and for one (1) year thereafter, CONSULTANT shall not solicit or encourage any employee, vendor or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the designation of

1 tasks to be performed and the results to be accomplished.

2 F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction,
3 supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless
4 from any and all claims that may be made against COUNTY based upon any contention by any third party that
5 an employer-employee relationship exists by reason of this Agreement.

6 G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT
7 either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any work,
8 without the prior written approval of the COUNTY.

9 H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and
10 subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same
11 manner as persons directly employed by CONSULTANT.

12 I. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by
13 the authorized representatives of both parties; and no oral understanding or agreement not incorporated herein,
14 shall be binding on any of the parties hereto.

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

18 K. COUNTY is designated as the lead agency for each project set forth in each Task Order and is working
19 cooperatively with other agencies in the effort to complete the projects.

20 L. Other public agencies that may be involved with the projects including, but not limited to cooperative, funding,
21 reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as
22 the "AGENCIES":

- 23 • Various federal, state, and/or local agencies which may include but not be limited to railroad companies,
24 utility companies, federal agencies, appraisal companies, Federal Highway Administration, Regional
25 Water Quality Control Board, Caltrans and Relevant Cities.

26 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

27 A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY,
28 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All
29 work objectives, CONSULTANT's work schedule, the terms of the Agreement and any other related issues will

1 be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes
2 as appropriate. Progress reporting shall conform with the contract administration requirements of the
3 COUNTY's Consulting Services Manual including providing updated copies of the following documents at each
4 project coordination meeting:

- 5 • Meeting Agendas
- 6 • Meeting Sign-in Sheets
- 7 • Meeting Minutes (Prior Meeting)
- 8 • Action Items Tracking List
- 9 • Deliverables Tracking List
- 10 • Schedule Summary

- 11 B. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order.
12 These reports shall be submitted at least once a month. The report should be sufficiently detailed for the
13 COUNTY Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on
14 schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special
15 problems encountered, so remedies can be developed.
- 16 C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss
17 progress on the project(s).

18 **ARTICLE III STATEMENT OF WORK**

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

23 **ARTICLE IV PERFORMANCE PERIOD**

- 24 A. This Agreement shall go into effect upon the execution of this Agreement by both parties, and CONSULTANT
25 shall commence work after written notification to proceed by COUNTY Contract Administrator. The Agreement
26 shall end on December 15, 2030, unless extended by a written amendment signed by the authorized
27 representatives of both parties.
- 28 B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the
29 Agreement is fully executed and approved by COUNTY.

1 C. The period of performance for each specific project shall be in accordance with the Task Order for that project
2 and Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference. If
3 work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this
4 Agreement shall be extended by a written amendment signed by the authorized representatives of both parties
5 prior to the expiration of the period of performance to cover the time needed to complete the Task Order in
6 progress only. An amendment extending the period of performance of this Agreement to cover the time needed
7 to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the
8 COUNTY Board of Supervisors.

9 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

10 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's
11 approved Compensation Plan set forth in Attachment C, Compensation Plan, which is attached hereto and
12 incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits,
13 prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the period of
14 performance set forth in this Agreement.

15 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
16 in the approved Compensation Plan and identified in the executed Task Order.

17 C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

18 D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft
19 Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results,
20 project deliverables, period of performance, project schedule and will designate the COUNTY Contract
21 Administrator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return
22 the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of
23 the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee
24 if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the
25 finalized Task Order shall be signed by the authorized representatives of both COUNTY and CONSULTANT.
26 Task Orders may be executed by the Director of Transportation if authorized by the COUNTY Board of
27 Supervisors.

28 E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both
29 of which must be based on the labor and other rates set forth in CONSULTANT's approved Compensation

1 Plan. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not
2 limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations.
3 CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the
4 period of performance of the Agreement.

5 F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved
6 Compensation Plan. CONSULTANT will be responsible for transportation and subsistence costs in excess of
7 State rates.

8 G. When milestone cost estimates are included in the approved Compensation Plan, CONSULTANT shall obtain
9 prior written approval in the form of a written amendment signed by the authorized representatives of both
10 parties for a revised milestone cost estimate from the COUNTY Contract Administrator before exceeding such
11 estimate.

12 H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual
13 costs incurred.

14 I. CONSULTANT shall not commence performance of work or services until this Agreement has been approved
15 by COUNTY and notification to proceed has been issued by COUNTY Contract Administrator. No payment will
16 be made prior to approval or for any work performed prior to approval of this Agreement.

17 J. 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 project and work shall not commence until a Task Order for
19 that project has been executed by COUNTY.

20 K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY
21 Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for
22 all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days
23 after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices
24 shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the
25 format stipulated for the approved Compensation Plan using the Project-Specific & Multi-Phase Contract
26 Invoice Templates provided in the COUNTY Consulting Services Manual and shall reference this Agreement
27 number, project title and Task Order number. Credits due COUNTY that include any equipment purchased
28 under the provisions of Article XI Equipment Purchase and Other Capital Expenditures, must be reimbursed by
29 CONSULTANT prior to the expiration or termination of this Agreement. Final invoice must contain the final cost

1 and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment
2 Purchase and Other Capital Expenditures of this Agreement. The final invoice shall be submitted within sixty
3 (60) calendar days after completion of CONSULTANT's work. **Final invoices not submitted within sixty (60)**
4 **calendar days after completion of CONSULTANT's work will not be paid.** Invoices shall be mailed to
5 COUNTY Contract Administrator at the address provided in Article I, paragraph B.

- 6 L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order and
7 Attachment B, Schedule of Services. No Task Order will be written which extends beyond the expiration date
8 of this Agreement.
- 9 M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in
10 the Task Order, unless authorized by a written amendment signed by the authorized representatives of both
11 parties.
- 12 N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task
13 Order, no payment will be made until the deliverable has been satisfactorily completed.
- 14 O. Task Orders may not be used to amend the language (or the terms) of this Agreement nor to exceed the scope
15 of services under this Agreement.
- 16 P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed
17 \$2,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar
18 amount will be authorized under this Agreement through Task Orders.
- 19 Q. The services included under the terms of this Agreement are funded in whole or in part as noted below:

20 Federal funds: are included are not included

21 State funds: are included are not included

22 **ARTICLE VI TERMINATION**

- 23 A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar
24 days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of COUNTY's
25 termination. Upon termination, COUNTY may proceed with the work in any manner deemed proper by
26 COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals,
27 inventories, studies, analyses, drawings and date estimates performed to that date, whether complete or not.
- 28 B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that
29 CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary

1 suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend
2 its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of
3 termination.

4 C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY
5 for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY
6 may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due
7 to COUNTY from CONSULTANT is determined.

8 D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this
9 Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the
10 Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this
11 Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

12 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

13 A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to
14 determine the allowability of individual terms of cost.

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

17 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
18 unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

19 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

20 The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books,
21 documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other
22 evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the
23 Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and
24 materials available at their respective offices at all reasonable times during the Agreement period and for three (3)
25 years from the date of final payment under the Agreement and records for real property and equipment acquired
26 with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA,
27 or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations
28 (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents
29 of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the

1 Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be
2 furnished if requested without limitation.

3 **ARTICLE IX AUDIT REVIEW PROCEDURES**

4 A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not
5 disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

6 B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by
7 COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
8 writing.

9 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
10 timely performance, in accordance with the terms of this Agreement.

11 D. CONSULTANT and subconsultant agreements, including Cost Proposals and Indirect Cost Rates (ICR), may
12 be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR
13 Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal and
14 ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other
15 related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's
16 responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work
17 papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by
18 CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review
19 recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be
20 incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by
21 CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local
22 governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for
23 termination of this Agreement and disallowance of prior reimbursed costs.

24 E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the
25 Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and
26 approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and
27 approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations
28 included in the management letter or audit recommendations included in the audit report. Refusal by the
29 CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or

1 audit recommendations included in the audit report will be considered a breach of the Agreement terms and
2 cause for termination of the Agreement and disallowance of prior reimbursed costs.

3 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI
4 will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review.
5 Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies
6 significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will
7 reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant
8 ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting
9 Standards), if applicable; in accordance with procedures and guidelines of the American Association of
10 State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and
11 guidelines} is received and approved by IOAI. Accepted rates will be as follows:

- 12 a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed
13 will be ninety percent (90%) of the proposed rate.
- 14 b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%)
15 - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- 16 c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-
17 five percent (75%) of the proposed rate.

18 2. If IOAI is unable to issue a cognizant letter per Article IX.E.1. above, IOAI may require CONSULTANT to
19 submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective
20 date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's
21 and/or the independent CPA's revisions.

22 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if IOAI is still unable to issue
23 a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost
24 reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and
25 set forth in Article IX.E.1. above for all rendered services. In this event, this accepted ICR will become the
26 actual and final ICR for reimbursement purposes under this Agreement.

27 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
28 (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this
29 Agreement has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review

1 letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) days
2 after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other
3 agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with
4 the same fiscal period ICR.

5 **ARTICLE X SUBCONTRACTING**

6 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and
7 any subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations
8 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its
9 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and
10 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its
11 subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the
12 CONSULTANT.

13 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
14 no portion of the work shall be subcontracted without written authorization by COUNTY Contract Administrator,
15 except that which is expressly identified in the CONSULTANT's Cost Proposal.

16 C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this
17 entire Agreement to be applicable to subconsultants unless otherwise noted.

18 D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
19 to CONSULTANT by COUNTY.

20 E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in advance
21 of assigning work to a substitute subconsultant.

22 **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

23 A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT enters
24 into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies,
25 equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or
26 desirability of incurring such costs.

27 B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal
28 and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY Contract Administrator, three
29 competitive quotations must be submitted with the request, or the absence of quotations must be adequately

1 justified.

2 C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

3 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is
4 defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000)
5 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a
6 proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated,
7 CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market
8 value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with
9 established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If
10 CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
11 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be
12 obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to
13 sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

14 2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market
15 value greater than five thousand dollars (\$5,000) is credited to the project.

16 **ARTICLE XII STATE PREVAILING WAGE RATES**

17 A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless
18 registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with
19 DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

20 B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the
21 payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this
22 Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance
23 Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part
24 of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a
25 construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY
26 construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor
27 or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements
28 do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that
29 provide goods and services to the general public.

1 C. General Prevailing Wage Rate Determinations applicable to the projects may also be obtained from the
2 Department of Industrial Relations website at <http://www.dir.ca.gov>.

3 D. Payroll Records

4 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting
5 documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name,
6 address, social security number, work classification, straight time and overtime hours worked each day and
7 week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee
8 employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record
9 shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of
10 the following:

11 a. The information contained in the payroll record is true and correct.

12 b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any
13 work performed by his or her employees on the public works project.

14 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the
15 CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made
16 available for inspection and copying by COUNTY representatives at all reasonable hours at the principal
17 office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit
18 inspection of its records as follows:

19 a. A certified copy of an employee's payroll record shall be made available for inspection or furnished
20 to the employee or the employee's authorized representative on request.

21 b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available
22 for inspection or furnished upon request to a representative of COUNTY, the Division of Labor
23 Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial
24 Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement
25 and the Division of Apprenticeship Standards shall not be altered or obliterated by the
26 CONSULTANT.

27 c. The public shall not be given access to certified payroll records by the CONSULTANT. The
28 CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract
29 Administrator by both email and regular mail on the business day following receipt of the request.

- 1 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the
2 entity that requested the records within ten (10) calendar days after receipt of a written request.
- 3 4. Any copy of records made available for inspection as copies and furnished upon request to the public or
4 any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure
5 of each individual's name, address, and social security number. The name and address of the
6 CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
- 7 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1)
8 above, including the street address, city and county, and shall, within five (5) working days, provide a notice
9 of a change of location and address.
- 10 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to
11 receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the
12 CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty
13 to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker,
14 until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then
15 due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a
16 subconsultant to comply with this section.

17 E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified
18 payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract
19 Administrator.

20 F. Penalty

- 21 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775.
22 Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a
23 penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each
24 worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which
25 the worker is employed for any public work done under the Agreement by the CONSULTANT or by its
26 subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to
27 1780, inclusive.
- 28 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on
29 consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay

1 the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in
2 meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or
3 subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to
4 pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had
5 knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the
6 appropriate rate, including any escalations that take place during the term of the Agreement.

- 7 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage
8 rates and the amount paid to each worker for each calendar day or portion thereof for which each worker
9 was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or
10 subconsultant.
- 11 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per
12 diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties
13 described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay
14 the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply
15 with all of the following requirements:
- 16 a. The Agreement executed between the CONSULTANT and the subconsultant for the performance
17 of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771,
18 1775, 1776, 1777.5, 1813, and 1815.
 - 19 b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem
20 wages by the subconsultant to the employees by periodic review of the certified payroll records of
21 the subconsultant.
 - 22 c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to
23 the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or
24 rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for
25 work performed on the public works project.
 - 26 d. Prior to making final payment to the subconsultant for work performed on the public works project,
27 the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant
28 that the subconsultant had paid the specified general prevailing rate of per diem wages to the
29 subconsultant's employees on the public works project and any amounts due pursuant to Labor

Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are

1 specified in Labor Code §1777.7.

2 **ARTICLE XIII CONFLICT OF INTEREST**

3 A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent contractors
4 and its subconsultants as well as their respective employees, agents, representatives, or independent
5 contractors to comply with all applicable conflict of interest laws and regulations, including but not limited to the
6 Political Reform Act and California Government Code section 1090. Furthermore, CONSULTANT shall cause
7 itself, its respective employees, agents, representatives, or independent contractors and its subconsultants as
8 well as their respective employees, agents, representatives, or independent contractors to comply with the
9 COUNTY's Conflict of Interest Code. CONSULTANT further agrees to cause itself, its respective employees,
10 agents, representatives, or independent contractors to complete any statements of economic interest if required
11 by COUNTY or State law. Notwithstanding any other provision contained in this Agreement, for a breach or
12 violation of this provision, COUNTY shall have the right to immediately terminate this Agreement without liability
13 and seek any other remedy provided by law or equity or this Agreement.

14 B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other
15 relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing
16 COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial
17 interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

18 C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest
19 that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to
20 advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the
21 date of execution of this Agreement.

22 D. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest
23 that would conflict with the performance of services under this Agreement.

24 E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any
25 subconsultant) shall not be eligible to perform any further phases of the projects or to bid on any construction
26 contract or on any Agreement to provide construction inspection for any construction project resulting from this
27 Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint ownership
28 or otherwise.

29 F. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting the

COUNTY with any portion of the COUNTY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the COUNTY. The COUNTY entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the projects. CONSULTANT's participation in the planning, discussions, or drawings of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with the COUNTY to ensure that all bidders for a subsequent contract on any subsequent phase of a project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this Agreement 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 this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement 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

If Article V.Q identifies that federal funds are used, in whole or in part, to fund the services performed under this Agreement and such federal funding will exceed \$150,000 then compliance with the provisions of Article XV as described below is required. If Article V.Q identifies that services are not funded in whole or in part with federal funds or such federal funding will be less than \$150,000 then compliance with the requirements of Article XV is not required.

A. The 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 the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an

1 officer or employee of Congress, or an employee of a Member of Congress in connection with this
2 Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report
3 Lobbying", in accordance with its instructions.

4 B. This certification is a material representation of fact upon which reliance was placed when this transaction was
5 made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction
6 imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a
7 civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars
8 (\$100,000) for each such failure.

9 C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this
10 certification be included in all lower tier subagreements, which exceed one hundred thousand dollars
11 (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

12 **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

13 A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury
14 under the laws of the State of California that CONSULTANT has, unless exempt, complied with the
15 nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of
16 Regulations (CCR) Section 8103.

17 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the
18 Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,
19 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
20 identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully
21 discriminate, harass, or allow harassment against any employee or applicant for employment because of race,
22 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
23 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military
24 and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
25 employees and applicants for employment are free from such discrimination and harassment.

26 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act
27 (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR Section
28 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards
29 adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and

1 Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections 8100-
2 8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and
4 the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than
5 twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and
6 its facilities as said Department or COUNTY shall require to ascertain compliance with this cause.

7 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor
8 organizations with which they have a collective bargaining or other agreement.

9 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts
10 to perform work under this Agreement.

11 G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the
12 Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal
13 assistance will implement and maintain a policy of nondiscrimination in which no person in the United States
14 shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,
15 denied the benefits of or subject to discrimination under any program or activity by the recipients of federal
16 assistance or their assignees and successors in interest.

17 H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs
18 of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964).
19 Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited
20 by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

21 I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any
22 person the benefits of, or otherwise discriminate against anyone in connection with the award and performance
23 of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

24 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

25 A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the
26 laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of
27 owner, partner, director, officer or manager:

- 28 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by
29 any federal agency;

- 1 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal
- 2 agency within the past three (3) years;
- 3 3. Does not have a proposed debarment pending; and
- 4 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent
- 5 jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- 6 B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in
- 7 denial of recommendation for award but will be considered in determining responsibility. Disclosures must
- 8 indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- 9 C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S.
- 10 General Services Administration are to be determined by the Federal Highway Administration (FHWA).

ARTICLE XVIII INDEMNIFICATION AND INSURANCE

A. Basic Indemnity

- 13 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
- 14 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
- 15 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
- 16 each of their respective directors, members officers, employees, agents, volunteers and representatives
- 17 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission
- 18 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
- 19 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
- 20 respective employees, agents, representatives, or independent contractors.
- 21 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
- 22 actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees
- 23 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,
- 24 arbitrator and arbitration fees and mediator and mediation fees.
- 25 3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
- 26 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors
- 27 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
- 28 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant to
- 29 this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for

1 hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an
2 Indemnitee or any other person or entity; provided however, that nothing contained herein shall be
3 construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not
4 required under the provisions of Paragraph B. below.

5 B. Indemnity for Design Professional Services

6 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel
7 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,
8 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful
9 misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or their
10 respective employees, agents, representatives, or independent contractors. The Indemnitees shall be
11 entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in
12 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
13 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
14 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
15 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
16 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
17 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
18 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
19 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
20 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
21 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
22 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
23 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

24 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall
25 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a
26 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such
27 negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and
28 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

29 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with

provisions identical to those set forth in this section from each and every subconsultant, of every tier.

4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

C. 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 coverages 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's limit of liability shall not be less than \$2,000,000 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.

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

1 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
2 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence
3 limit. Policy shall name the COUNTY as Additional Insureds.

4 4. Professional Liability

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

14 5. General Insurance Provisions - All lines:

15 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
16 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
17 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a
18 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
19 policy term.

20 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
21 herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall
22 have the prior written consent of the COUNTY Risk Manager before the commencement of operations
23 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at
24 the election of the COUNTY's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or
25 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
26 bond which guarantees payment of losses and related investigations, claims administration, and
27 defense costs and expenses.

28 c. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the County of Riverside
29 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of

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

- 17 d. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be
18 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured
19 retentions or self-insured programs shall not be construed as contributory.
- 20 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
21 of services; or, there is a material change in the equipment to be used in the performance of the scope
22 of services; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years;
23 the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
24 required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or
25 type of insurance carried by the CONSULTANT has become inadequate.
- 26 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants
27 working under this Agreement.
- 28 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
29 insurance acceptable to the COUNTY.

1 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may
2 give rise to a claim arising from the performance of this Agreement.

3 **ARTICLE XIX FUNDING REQUIREMENTS**

4 A. It is mutually understood between the parties that this Agreement may have been written before ascertaining
5 the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program
6 and fiscal delays that would occur if the Agreement were executed after that determination was made.

7 B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose
8 of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions,
9 or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the
10 provisions, terms, or funding of this Agreement in any manner.

11 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any
12 reduction in funds.

13 D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement
14 to amend the Agreement to reflect any reduction of funds.

15 **ARTICLE XX CHANGE IN TERMS**

16 A. This Agreement may be amended or modified only by mutual written agreement of the parties.

17 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
18 notification to proceed has been provided by COUNTY Contract Administrator.

19 C. There shall be no change in CONSULTANT Project Manager or members of the project team, as listed as Key
20 Personnel in the approved Scope of Services, which is a part of this Agreement without prior written approval
21 by COUNTY Contract Administrator.

22 **ARTICLE XXI CONTINGENT FEE**

23 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or
24 retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage,
25 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling
26 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this
27 warranty, COUNTY has the right to annul this Agreement without liability; pay only for the value of the work actually
28 performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full
29 amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY Contract Administrator and Director of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.
- C. Not later than thirty (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.
- D. 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 Agreement.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXIV 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 Vehicle Code Section 591, 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

1 requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all
2 reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public
3 from injury and damage from such vehicles.

- 4 C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- 5 D. In the event CONSULTANT performs trenching of five (5) feet or deeper in the performance any service
6 provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-
7 OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any
8 practices, work, method, operation, or process related to the construction or excavation of trenches which are
9 five (5) feet or deeper.

10 **ARTICLE XXV OWNERSHIP OF DATA**

- 11 A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the
12 property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately, upon
13 termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations,
14 appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether
15 completed or not, and other such materials as may have been prepared or accumulated to date by
16 CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined
17 by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to
18 COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed
19 or data obtained in connection with services rendered under this Agreement must be approved in writing by
20 COUNTY.
- 21 B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the
22 products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.
23 CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation,
24 copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation
25 upon its use or dissemination by COUNTY.
- 26 C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product
27 is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by COUNTY
28 for another project or project location shall be at COUNTY's sole risk.
- 29 D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the

1 Agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable
2 right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

3 **ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

4 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's
5 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to
6 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation
7 with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at
8 depositions and at trial or arbitration proceedings.

9 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction
10 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will
11 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel
12 services under this Agreement.

13 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be
14 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
15 Agreement in order to resolve the construction claims.

16 **ARTICLE XXVII CONFIDENTIALITY OF DATA**

17 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,
18 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this
19 Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.

20 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the
21 Agreement, shall not authorize CONSULTANT to further disclose such information, or disseminate the same
22 on any other occasion.

23 C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or
24 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the
25 performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

26 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
27 work performed or to be performed under this Agreement without prior review of the contents thereof by
28 COUNTY, and receipt of COUNTY's written permission.

29 E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

1 F. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT
2 to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by
3 CONSULTANT pursuant to the performance of this Agreement are confidential and CONSULTANT agrees that
4 they shall not be made available to any individual or organization without the prior written approval of COUNTY
5 or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily
6 provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from
7 CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited
8 to, COUNTY's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

9 **ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

15 **ARTICLE XXIX LEGAL COMPLIANCE**

16 CONSULTANT shall comply with all federal, State and local laws, statutes, ordinances, rules and regulations, and
17 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner
18 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing
19 and regulations. Failure to comply with the foregoing by CONSULTANT may be grounds for termination by the
20 COUNTY.

21 **ARTICLE XXX EVALUATION OF CONSULTANT**

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

25 **ARTICLE XXXI RETENTION OF FUNDS**

26 A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
27 B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents.
28 The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed
29 and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY

1 has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all
2 monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law
3 (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only
4 for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the
5 violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section
6 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair
7 any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant
8 in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
9 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
10 consultant and subconsultants.

11 **ARTICLE XXXII TITLE VI ASSURANCES**

12 CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable,
13 which is attached hereto and incorporated herein by reference.

14 **ARTICLE XXXIII NOTIFICATION**

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

19 **ARTICLE XXXIV CONTRACT**

20 A. The two parties to this Agreement, who are the before named CONSULTANT and the before named
21 COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded
22 in triplicate between the two parties. Both of these parties for and in consideration of the payments to be
23 made, conditions mentioned, and work to be performed, each agree to diligently perform in accordance
24 with the terms and conditions of this Agreement as evidenced by the signatures below.

25 B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
26 of which together will constitute one instrument. Each party to this Agreement agrees to the use of
27 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
28 Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this
29 Agreement. The parties further agree that the electronic signatures of the parties included in this

1 Agreement are intended to authenticate this writing and to have the same force and effect as manual
2 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically
3 associated with an electronic record and executed or adopted by a person with the intent to sign the
4 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
5 electronic signature for transactions and contracts among parties in California, including a government
6 agency. Digital signature means an electronic identifier, created by computer, intended by the party using
7 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon
8 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined
9 in subdivision (i) of Section 1633.2 of the Civil Code.

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11 [SIGNATURE PAGE FOLLOWS]
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ARTICLE XXXV SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

 Dated: _____

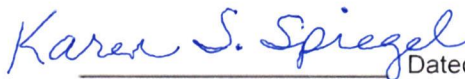
DENNIS ACUNA
Director of Transportation

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

 Dated: _____

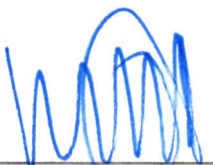
DANIELLE MALAND
Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 01/13/2026

Karen Spiegel
PRINTED NAME
Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: 01/13/2026

KIMBERLY RECTOR, by DEPUTY
Clerk of the Board (SEAL)

CONSULTANT Signatures

CONSULTANT:

 Dated: 11/24/2025

Jong-Jiann (James) Lu
PRINTED NAME

CEO
TITLE

CONSULTANT:

 Dated: 11/24/25

Hui-Min Huang
PRINTED NAME

CFO
TITLE

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ARTICLE AI • INTRODUCTION

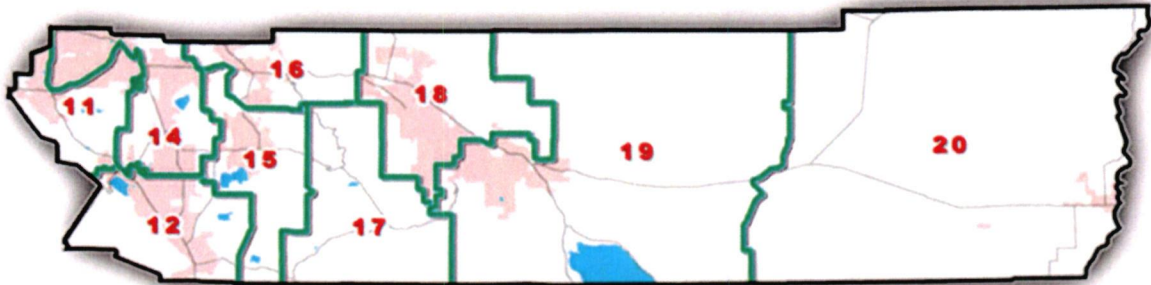
A. DESCRIPTION

Services provided under this Agreement include performing engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for work assignments related to bridges, roadway and miscellaneous structures located throughout the Eastern Region of County Road Maintenance Districts 17, 18, 19 and 20. CONSULTANT will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

B. LOCATION

The on-call services are for the Eastern Region of County Road Maintenance Districts 17, 18, 19 and 20.

Map of the County of Riverside



C. COORDINATION

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

- Relevant Cities
- Utility Companies
- Appraisal Companies
- Federal Highway Administration
- Caltrans
- Federal Agencies
- Railroad Companies
- Regional Water Quality Control Board

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

D. STANDARDS

All work will be prepared in accordance with COUNTY and/or CALTRANS practices, regulations, policies, procedures, manuals, and standards or as directed. Deliverables will be prepared in accordance with the most current CALTRANS guidance including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. Exceptions must be approved by COUNTY in advance. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY Contract Administrator. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

1. Environmental

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

The design standards used for any project should equal or exceed the minimum standards given in Caltrans Local Assistance Procedures Manual (LAPM), Chapter 11, and Design Standards. 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.

- All bridges located in the unincorporated COUNTY area shall be designed in accordance with the current edition of the Caltrans Bridge Design Specifications manual available at this website:

<http://www.dot.ca.gov/hq/esc/techpubs/>

1 **4. Geographical Information System (GIS)**

- 2 a. "GIS Information" shall include GIS digital files (including the information or data contained therein)
3 and any other information, data, or documentation from COUNTY GIS (regardless of medium or
4 format) that is provided pursuant to this Agreement.
- 5 b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or
6 disclosure of the GIS information, documentation, or copies thereof will substantially diminish their
7 value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a
8 valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential
9 information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY;
10 there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- 11 c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
12 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for a
13 specific PROJECT and as described within the Scope of Services.
- 14 d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees, and
15 agents from any and all liabilities, claims, actions, losses or damages relating to or arising from
16 CONSULTANT's use of COUNTY GIS information.
- 17 e. GIS information cannot be used for all purposes; GIS information may not be complete for all
18 purposes. Additional investigation or research by CONSULTANT into other sources will be required.
19 GIS information is intended only as an information base and is not intended to replace any legal
20 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY
21 GIS the information contained in various legal and other records; but COUNTY accepts no
22 responsibility for any conflict with actual legal records or for information not transferred from legal
23 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is
24 practically feasible. However, CONSULTANT should be aware that GIS information may not be
25 current and changes or additions to the information contained in COUNTY GIS may not yet be
26 reflected in COUNTY GIS.
- 27 f. COUNTY accepts no responsibility for the use of GIS information; COUNTY provides no warranty for
28 the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES
29 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,

1 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS
2 FOR A PARTICULAR PURPOSE; SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

- 3 g. Final plans, drawings or other work products will be provided in an electronic format suitable for
4 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the
5 appropriate meta data and will be geographically registered using an appropriate coordinate system
6 such as the California State Plane Coordinate System NAD 83.

7 **5. Project Files**

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

9 **E. QUALITY CONTROL**

- 10 1. CONSULTANT shall implement and maintain the following quality control procedures during the
11 preparation of the plans and documents relating to this Agreement. CONSULTANT shall have a quality
12 control plan in effect during the entire time services are being performed under this Agreement. The
13 plan shall establish a process whereby calculations are independently checked, plans checked,
14 corrected and backchecked, and all job-related correspondence, and memoranda routed and received
15 by affected persons and then bound in appropriate job files. Where several drawings show different
16 work in the same area, means shall be provided to avoid conflicts and misalignment in both new and
17 existing improvements. Evidence that the quality control plan is functional may be requested by the
18 COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the
19 COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the
20 preparation of the material followed the quality control plan established for the work.
- 21 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
22 specifications, and estimates prepared for this Agreement and shall check all such material accordingly.
23 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
24 such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give
25 rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve
26 CONSULTANT of its professional responsibilities or obligations under this Agreement.
- 27 3. The plans, designs, estimates, calculations, reports, and other documents furnished in accordance with
28 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
29 organized, technically and grammatically correct, checked and having the preparer and checker

1 identified. The minimum standard of appearance, organization and contents shall be of similar types
2 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for
3 use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
4 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a
5 final product.

- 6 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
7 plans, shall bear the professional seal, certificate number, registration classification, expiration date of
8 the certificate, and signature of the professional engineer(s) responsible for their preparation.

9 **F. KEY PERSONNEL**

10 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services
11 and if one or more of such personnel should become unavailable, CONSULTANT may substitute other
12 personnel of at least equal competence only after prior written approval by the COUNTY Contract
13 Administrator has been secured. The key personnel for performance of this Agreement are:

Assignment	Key Personnel
Project Manager	James J. Lu, PE, SE
Structures Lead Engineer	Quyet Nguyen, PE
Roadway/Highway Lead Engineer	Steve Hosford, PE
Environmental Lead	Brian Calvert

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19 Key Personnel rosters shall be updated annually, at a minimum.

20 **G. COUNTY RESPONSIBILITIES**

21 The following includes tasks to be completed by the COUNTY:

- 22 • COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT
23 and available to COUNTY personnel.
- 24 • COUNTY will provide survey and land acquisition services generally as described below:
- 25 - Provide survey controls.
 - 26 - Verify that COUNTY survey control points are still in place and undisturbed.
 - 27 - Provide survey records research, including grant deeds and right-of-way documents in
28 support of right-of-way base mapping prepared by COUNTY surveyor.
 - 29 - Prepare existing right-of-way and parcel mapping.

1 that include but are not limited to the following:
2

3 **A. ENGINEERING TASKS**

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

24
25 **B. ENVIRONMENTAL TASKS**

- 26 1. Prepare NEPA and CEQA environmental documents to comply with the Federal and State regulations.
- 27 2. Prepare all environmental technical studies.
- 28 3. Perform all environmental surveys.
- 29 4. Prepare any environmental report as needed.

Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

- 1 5. Prepare Water Quality Management Plan.
- 2 6. Prepare and process regulatory permits (404, 408, 401, 1602).
- 3 7. Provide coordination services with Tribes, regulatory agencies, resource agencies and stakeholder
- 4 groups.
- 5 8. Provide construction monitoring services as needed.

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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 PERFORMANCE PERIOD of this Agreement and with the following additional Performance Requirements below. All Task Orders authorized under this Agreement must be authorized no later than December 15, 2030. All services authorized by Task Orders shall be completed by the Agreement expiration date. If work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this Agreement shall be extended by a written amendment signed by the authorized representatives of both parties prior to the expiration of the period of performance to cover the time needed to complete the Task Order in progress only. An amendment extending the period of performance of this Agreement to cover the time needed to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the COUNTY Board of Supervisors. If written amendment is executed, Task Order services authorized in this Agreement shall therefore be completed no later than December 15, 2032. 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 Agreement occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not

1 intended to deny CONSULTANT of any available civil legal remedies in the event of a dispute.

2 **C. FINAL ACCEPTANCE**

3 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give
4 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs
5 hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work
6 performed after the Agreement end date as provided in ARTICLE IV PERFORMANCE PERIOD unless
7 extended by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice
8 shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE
9 V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance
10 determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this
11 Agreement.

ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the services under this Agreement shall be compensated based upon the hourly rates specified herein and the negotiated cost estimate for each specific Task Order. Actual costs for any Task Order shall not exceed the authorized cost estimate. The sum of the Task Order cost estimates authorized shall not exceed the maximum amount of this Agreement.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements: HOURLY RATES, INCURRED (ACTUAL) DIRECT COSTS and OUTSIDE SERVICES.

A. HOURLY RATES

The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable for the period of performance set forth in the Agreement.

B. INCURRED (ACTUAL) DIRECT COSTS

Additional incurred (actual) 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 cost. Travel by air and/or travel in excess of 100 miles 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 estimate for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide subconsulting services under this Agreement are listed below:

- ICF Jones & Stokes, Inc.
- Kimley-Horn and Associates, Inc.
- Group Delta Consultants, Inc.
- AYCE Consulting Engineers, Inc. dba. AYCE. Inc.
- Albert A. Webb Associates
- Tatsumi and Partners, Inc.

Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

1 CL Surveying and Mapping, Inc.

2 Monument ROW

3 Value Management Strategies, Inc.

4 JLC Engineering & Consulting

5 R2S Consulting Group, Inc.

6 Frontier Engineering Group

7
8 **ARTICLE CIII • INVOICING**

9 CONSULTANT shall submit invoices in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS
10 of the Agreement and with the following requirements.

- 11 1. Billings for hours worked, incurred (actual) direct costs and outside services shall be included in
12 CONSULTANT's invoice submittals and be in conformance with the COUNTY's Consulting Services
13 Invoicing Procedures.
- 14 2. The charges for each individual assigned under this Agreement shall be listed separately.
- 15 3. Charges for incurred (actual) direct costs shall be accompanied by substantiating documentation
16 such as invoices, telephone logs, etc.
- 17 4. Each invoice shall bear a certification signed by the CONSULTANT Project Manager or an officer of
18 the firm which reads as follows:

19 "I hereby certify that the hours and salary rates charged in this invoice are the actual hours and
20 rates worked and paid to the employees listed."
21

22 **ARTICLE CIV • PAYMENT**

23 Progress payments shall be made in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS of the
24 Agreement. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not
25 exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).
26

27 **ARTICLE CV • HOURLY RATES**

28 COUNTY shall pay CONSULTANT at the attached hourly rates. Hourly rates shall be applicable to both straight
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Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

time and overtime work unless payment of premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement.

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COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant CNS Engineers, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ 2.5 million Date: 11/10/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	138.15% Combined ICR %
	OR		(FY2024 ICR)

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

FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT (1.5x)	OT (2x)	From	To				
James J. Lu * Principal/Principal-In-Charge	\$308.70	--	--	7/1/2025	6/30/2026	\$117.84		Not Applicable	
	\$324.13	--	--	7/1/2026	6/30/2027	\$123.73	5.00%		
	\$340.34	--	--	7/1/2027	6/30/2028	\$129.92	5.00%		
	\$357.36	--	--	7/1/2028	6/30/2029	\$136.41	5.00%		
	\$375.23	--	--	7/1/2029	12/31/2030	\$143.24	5.00%		
(Exempt) Principal/Principal-In-Charge	\$390.33	--	--	7/1/2025	6/30/2026	\$127.00		\$105.00	\$149.00
	\$409.84	--	--	7/1/2026	6/30/2027	\$133.35	5.00%	\$110.25	\$156.45
	\$430.34	--	--	7/1/2027	6/30/2028	\$140.02	5.00%	\$115.76	\$164.27
	\$451.85	--	--	7/1/2028	6/30/2029	\$147.02	5.00%	\$121.55	\$172.49
	\$474.45	--	--	7/1/2029	12/31/2030	\$154.37	5.00%	\$127.63	\$181.11
Senior Project Manager	\$314.36	--	--	7/1/2025	6/30/2026	\$107.50		\$95.00	\$120.00
	\$330.08	--	--	7/1/2026	6/30/2027	\$112.88	5.00%	\$99.75	\$126.00
	\$346.58	--	--	7/1/2027	6/30/2028	\$118.52	5.00%	\$104.74	\$132.30
	\$363.91	--	--	7/1/2028	6/30/2029	\$124.44	5.00%	\$109.97	\$138.92
	\$382.10	--	--	7/1/2029	12/31/2030	\$130.67	5.00%	\$115.47	\$145.86
(Exempt) Project Manager	\$246.25	--	--	7/1/2025	6/30/2026	\$84.50		\$75.00	\$94.00
	\$258.56	--	--	7/1/2026	6/30/2027	\$88.73	5.00%	\$78.75	\$98.70
	\$271.49	--	--	7/1/2027	6/30/2028	\$93.16	5.00%	\$82.69	\$103.64
	\$285.06	--	--	7/1/2028	6/30/2029	\$97.82	5.00%	\$86.82	\$108.82
	\$299.31	--	--	7/1/2029	12/31/2030	\$102.71	5.00%	\$91.16	\$114.26
Senior Engineer	\$233.15	--	--	7/1/2025	6/30/2026	\$79.50		\$70.00	\$89.00
	\$244.81	--	--	7/1/2026	6/30/2027	\$83.48	5.00%	\$73.50	\$93.45
	\$257.05	--	--	7/1/2027	6/30/2028	\$87.65	5.00%	\$77.18	\$98.12
	\$269.90	--	--	7/1/2028	6/30/2029	\$92.03	5.00%	\$81.03	\$103.03
	\$283.39	--	--	7/1/2029	12/31/2030	\$96.63	5.00%	\$85.09	\$108.18
(Exempt) Project Engineer	\$180.76	--	--	7/1/2025	6/30/2026	\$62.50		\$56.00	\$69.00
	\$189.79	--	--	7/1/2026	6/30/2027	\$65.63	5.00%	\$58.80	\$72.45
	\$199.28	--	--	7/1/2027	6/30/2028	\$68.91	5.00%	\$61.74	\$76.07
	\$209.25	--	--	7/1/2028	6/30/2029	\$72.35	5.00%	\$64.83	\$79.88
	\$219.71	--	--	7/1/2029	12/31/2030	\$75.97	5.00%	\$68.07	\$83.87
Design Engineer III	\$144.08	--	--	7/1/2025	6/30/2026	\$52.50		\$50.00	\$55.00
	\$151.28	--	--	7/1/2026	6/30/2027	\$55.13	5.00%	\$52.50	\$57.75
	\$158.85	--	--	7/1/2027	6/30/2028	\$57.88	5.00%	\$55.13	\$60.64
	\$166.79	--	--	7/1/2028	6/30/2029	\$60.78	5.00%	\$57.88	\$63.67
	\$175.13	--	--	7/1/2029	12/31/2030	\$63.81	5.00%	\$60.78	\$66.85
(Exempt) Design Engineer II	\$128.36	--	--	7/1/2025	6/30/2026	\$46.50		\$44.00	\$49.00
	\$134.78	--	--	7/1/2026	6/30/2027	\$48.83	5.00%	\$46.20	\$51.45
	\$141.52	--	--	7/1/2027	6/30/2028	\$51.27	5.00%	\$48.51	\$54.02
	\$148.60	--	--	7/1/2028	6/30/2029	\$53.83	5.00%	\$50.94	\$56.72
	\$156.03	--	--	7/1/2029	12/31/2030	\$56.52	5.00%	\$53.48	\$59.56

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT (1.5x)	OT (2x)	From	To				
Design Engineer I (Exempt)	\$112.64	--	--	7/1/2025	6/30/2026	\$41.00		\$39.00	- \$43.00
	\$118.28	--	--	7/1/2026	6/30/2027	\$43.05	5.00%	\$40.95	\$45.15
	\$124.19	--	--	7/1/2027	6/30/2028	\$45.20	5.00%	\$43.00	\$47.41
	\$130.40	--	--	7/1/2028	6/30/2029	\$47.46	5.00%	\$45.15	\$49.78
	\$136.92	--	--	7/1/2029	12/31/2030	\$49.84	5.00%	\$47.40	\$52.27
Assistant Design Engineer (Exempt)	\$99.55	--	--	7/1/2025	6/30/2026	\$36.00		\$34.00	- \$38.00
	\$104.52	--	--	7/1/2026	6/30/2027	\$37.80	5.00%	\$35.70	\$39.90
	\$109.75	--	--	7/1/2027	6/30/2028	\$39.69	5.00%	\$37.49	\$41.90
	\$115.24	--	--	7/1/2028	6/30/2029	\$41.67	5.00%	\$39.36	\$43.99
	\$121.00	--	--	7/1/2029	12/31/2030	\$43.76	5.00%	\$41.33	\$46.19
CADD Design Engineer (Exempt)	\$115.26	--	--	7/1/2025	6/30/2026	\$38.00		\$32.00	- \$44.00
	\$121.03	--	--	7/1/2026	6/30/2027	\$39.90	5.00%	\$33.60	\$46.20
	\$127.08	--	--	7/1/2027	6/30/2028	\$41.90	5.00%	\$35.28	\$48.51
	\$133.43	--	--	7/1/2028	6/30/2029	\$43.99	5.00%	\$37.04	\$50.94
	\$140.10	--	--	7/1/2029	12/31/2030	\$46.19	5.00%	\$38.90	\$53.48
Senior CADD Design Engineer (Exempt)	\$151.94	--	--	7/1/2025	6/30/2026	\$51.50		\$45.00	- \$58.00
	\$159.54	--	--	7/1/2026	6/30/2027	\$54.08	5.00%	\$47.25	\$60.90
	\$167.51	--	--	7/1/2027	6/30/2028	\$56.78	5.00%	\$49.61	\$63.95
	\$175.89	--	--	7/1/2028	6/30/2029	\$59.62	5.00%	\$52.09	\$67.14
	\$184.68	--	--	7/1/2029	12/31/2030	\$62.60	5.00%	\$54.70	\$70.50

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: James J. Lu _____ Title *: President / CNS Engineers, Inc.

Signature : _____  Date of Certification (mm/dd/yyyy): 11/10/2025

Email: james.lu@cnsenginc.com Phone Number: (951) 687-1005 Ext. 104

Address: 11870 Pierce Street, Suite 265, Riverside, CA 92505

* 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.

List services the consultant is providing under the proposed contract:

Project Management, Civil Roadway Design, Structural Design

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant ICF Jones & Stokes, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 11/10/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR %
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	202.38% Home Office ICR %
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	145.76% Field Office ICR %
For On Call Staff Rate	Fringe Benefit % + General & Administrative %	=	69.68% On Call Office ICR %
	FEE	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum 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			
Anderson, Keturah Managing Consultant <i>Field Office OH</i> Exempt	\$206.10	--	--	7/1/2025	6/30/2026	\$76.24		Not Applicable
	\$216.41	--	--	7/1/2026	6/30/2027	\$80.05	5.00%	
	\$227.23	--	--	7/1/2027	6/30/2028	\$84.05	5.00%	
	\$238.59	--	--	7/1/2028	6/30/2029	\$88.26	5.00%	
	\$250.52	--	--	7/1/2029	12/31/2030	\$92.67	5.00%	
Baker, Vincent Environmental Technician II <i>Field Office OH</i> Exempt	\$99.00	--	--	7/1/2025	6/30/2026	\$36.62		Not Applicable
	\$103.95	--	--	7/1/2026	6/30/2027	\$38.45	5.00%	
	\$109.14	--	--	7/1/2027	6/30/2028	\$40.37	5.00%	
	\$114.60	--	--	7/1/2028	6/30/2029	\$42.39	5.00%	
	\$120.33	--	--	7/1/2029	12/31/2030	\$44.51	5.00%	
Barrera, Mario Consultant I <i>Field Office OH</i> Exempt	\$135.63	--	--	7/1/2025	6/30/2026	\$50.17		Not Applicable
	\$142.41	--	--	7/1/2026	6/30/2027	\$52.68	5.00%	
	\$149.53	--	--	7/1/2027	6/30/2028	\$55.31	5.00%	
	\$157.01	--	--	7/1/2028	6/30/2029	\$58.08	5.00%	
	\$164.86	--	--	7/1/2029	12/31/2030	\$60.98	5.00%	
Byram, Saadia Consultant II <i>Field Office OH</i> Non Exempt	\$138.60	--	--	7/1/2025	6/30/2026	\$51.27		Not Applicable
	\$145.53	--	--	7/1/2026	6/30/2027	\$53.83	5.00%	
	\$152.81	--	--	7/1/2027	6/30/2028	\$56.53	5.00%	
	\$160.45	--	--	7/1/2028	6/30/2029	\$59.35	5.00%	
	\$168.47	--	--	7/1/2029	12/31/2030	\$62.32	5.00%	
Calvert, Brian* Sr Project Director <i>Field Office OH</i> Exempt	\$299.86	--	--	7/1/2025	6/30/2026	\$110.92		Not Applicable
	\$314.85	--	--	7/1/2026	6/30/2027	\$116.47	5.00%	
	\$330.59	--	--	7/1/2027	6/30/2028	\$122.29	5.00%	
	\$347.12	--	--	7/1/2028	6/30/2029	\$128.40	5.00%	
	\$364.48	--	--	7/1/2029	12/31/2030	\$134.82	5.00%	
Chen, Liane Senior Consultant II <i>Field Office OH</i> Exempt	\$172.34	--	--	7/1/2025	6/30/2026	\$63.75		Not Applicable
	\$180.96	--	--	7/1/2026	6/30/2027	\$66.94	5.00%	
	\$190.00	--	--	7/1/2027	6/30/2028	\$70.28	5.00%	
	\$199.50	--	--	7/1/2028	6/30/2029	\$73.80	5.00%	
	\$209.48	--	--	7/1/2029	12/31/2030	\$77.49	5.00%	
Corpuz (Garcia), Monica Technical Director <i>Field Office OH</i> Exempt	\$225.03	--	--	7/1/2025	6/30/2026	\$83.24		Not Applicable
	\$236.28	--	--	7/1/2026	6/30/2027	\$87.40	5.00%	
	\$248.09	--	--	7/1/2027	6/30/2028	\$91.77	5.00%	
	\$260.50	--	--	7/1/2028	6/30/2029	\$96.36	5.00%	
	\$273.52	--	--	7/1/2029	12/31/2030	\$101.18	5.00%	

Name/Job Title/Classification ¹	Maximum 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			
Dayman, Shelly Senior Consultant II <i>Field Office OH</i> Exempt	\$156.93	--	--	7/1/2025	6/30/2026	\$58.05		Not Applicable
	\$164.78	--	--	7/1/2026	6/30/2027	\$60.95	5.00%	
	\$173.02	--	--	7/1/2027	6/30/2028	\$64.00	5.00%	
	\$181.67	--	--	7/1/2028	6/30/2029	\$67.20	5.00%	
	\$190.75	--	--	7/1/2029	12/31/2030	\$70.56	5.00%	
Franklin, Nina Environmental Technician II <i>Field Office OH</i> Exempt	\$100.78	--	--	7/1/2025	6/30/2026	\$37.28		Not Applicable
	\$105.82	--	--	7/1/2026	6/30/2027	\$39.14	5.00%	
	\$111.11	--	--	7/1/2027	6/30/2028	\$41.10	5.00%	
	\$116.67	--	--	7/1/2028	6/30/2029	\$43.16	5.00%	
	\$122.50	--	--	7/1/2029	12/31/2030	\$45.31	5.00%	
Garcia, Johnnie Senior Consultant I <i>Field Office OH</i> Exempt	\$151.87	--	--	7/1/2025	6/30/2026	\$56.18		Not Applicable
	\$159.47	--	--	7/1/2026	6/30/2027	\$58.99	5.00%	
	\$167.44	--	--	7/1/2027	6/30/2028	\$61.94	5.00%	
	\$175.81	--	--	7/1/2028	6/30/2029	\$65.04	5.00%	
	\$184.60	--	--	7/1/2029	12/31/2030	\$68.29	5.00%	
Higginson, Jonathan Project Director <i>Field Office OH</i> Exempt	\$232.16	--	--	7/1/2025	6/30/2026	\$85.88		Not Applicable
	\$243.77	--	--	7/1/2026	6/30/2027	\$90.17	5.00%	
	\$255.96	--	--	7/1/2027	6/30/2028	\$94.68	5.00%	
	\$268.76	--	--	7/1/2028	6/30/2029	\$99.42	5.00%	
	\$282.20	--	--	7/1/2029	12/31/2030	\$104.39	5.00%	
Hoisington, Gregory Managing Consultant <i>Field Office OH</i> Exempt	\$209.70	--	--	7/1/2025	6/30/2026	\$77.57		Not Applicable
	\$220.18	--	--	7/1/2026	6/30/2027	\$81.45	5.00%	
	\$231.19	--	--	7/1/2027	6/30/2028	\$85.52	5.00%	
	\$242.75	--	--	7/1/2028	6/30/2029	\$89.80	5.00%	
	\$254.89	--	--	7/1/2029	12/31/2030	\$94.29	5.00%	
Iker-Johnson, Molly Associate Consultant II <i>Field Office OH</i> Exempt	\$121.43	--	--	7/1/2025	6/30/2026	\$44.92		Not Applicable
	\$127.51	--	--	7/1/2026	6/30/2027	\$47.17	5.00%	
	\$133.88	--	--	7/1/2027	6/30/2028	\$49.52	5.00%	
	\$140.58	--	--	7/1/2028	6/30/2029	\$52.00	5.00%	
	\$147.60	--	--	7/1/2029	12/31/2030	\$54.60	5.00%	
Klinefelter, Kristen Associate Consultant II <i>Field Office OH</i> Exempt	\$119.25	--	--	7/1/2025	6/30/2026	\$44.11		Not Applicable
	\$125.21	--	--	7/1/2026	6/30/2027	\$46.32	5.00%	
	\$131.47	--	--	7/1/2027	6/30/2028	\$48.63	5.00%	
	\$138.04	--	--	7/1/2028	6/30/2029	\$51.06	5.00%	
	\$144.94	--	--	7/1/2029	12/31/2030	\$53.62	5.00%	
Martin, Colleen Consultant II <i>Field Office OH</i> Exempt	\$140.82	--	--	7/1/2025	6/30/2026	\$52.09		Not Applicable
	\$147.86	--	--	7/1/2026	6/30/2027	\$54.69	5.00%	
	\$155.25	--	--	7/1/2027	6/30/2028	\$57.43	5.00%	
	\$163.01	--	--	7/1/2028	6/30/2029	\$60.30	5.00%	
	\$171.17	--	--	7/1/2029	12/31/2030	\$63.32	5.00%	
Morgan, Harcourt (Court) Project Director <i>Field Office OH</i> Exempt	\$257.36	--	--	7/1/2025	6/30/2026	\$95.20		Not Applicable
	\$270.23	--	--	7/1/2026	6/30/2027	\$99.96	5.00%	
	\$283.74	--	--	7/1/2027	6/30/2028	\$104.96	5.00%	
	\$297.93	--	--	7/1/2028	6/30/2029	\$110.21	5.00%	
	\$312.82	--	--	7/1/2029	12/31/2030	\$115.72	5.00%	
Mountain-Castro, Jenelle Consultant I <i>Field Office OH</i> Non Exempt	\$132.49	--	--	7/1/2025	6/30/2026	\$49.01		Not Applicable
	\$139.12	--	--	7/1/2026	6/30/2027	\$51.46	5.00%	
	\$146.07	--	--	7/1/2027	6/30/2028	\$54.03	5.00%	
	\$153.38	--	--	7/1/2028	6/30/2029	\$56.74	5.00%	
	\$161.04	--	--	7/1/2029	12/31/2030	\$59.57	5.00%	

Name/Job Title/Classification ¹	Maximum 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			
Richards, Phillip Senior Consultant I <i>Field Office OH</i> Exempt	\$149.60	--	--	7/1/2025	6/30/2026	\$55.34		Not Applicable
	\$157.08	--	--	7/1/2026	6/30/2027	\$58.11	5.00%	
	\$164.94	--	--	7/1/2027	6/30/2028	\$61.01	5.00%	
	\$173.19	--	--	7/1/2028	6/30/2029	\$64.06	5.00%	
	\$181.84	--	--	7/1/2029	12/31/2030	\$67.27	5.00%	
Rzeszutko, Jakob Associate Consultant II <i>Field Office OH</i> Exempt	\$117.62	--	--	7/1/2025	6/30/2026	\$43.51		Not Applicable
	\$123.50	--	--	7/1/2026	6/30/2027	\$45.69	5.00%	
	\$129.68	--	--	7/1/2027	6/30/2028	\$47.97	5.00%	
	\$136.16	--	--	7/1/2028	6/30/2029	\$50.37	5.00%	
	\$142.97	--	--	7/1/2029	12/31/2030	\$52.89	5.00%	
Sanaryan, Daniela Consultant II <i>Field Office OH</i> Exempt	\$140.57	--	--	7/1/2025	6/30/2026	\$52.00		Not Applicable
	\$147.60	--	--	7/1/2026	6/30/2027	\$54.60	5.00%	
	\$154.98	--	--	7/1/2027	6/30/2028	\$57.33	5.00%	
	\$162.73	--	--	7/1/2028	6/30/2029	\$60.20	5.00%	
	\$170.87	--	--	7/1/2029	12/31/2030	\$63.21	5.00%	
Vargas, Benjamin Senior Consultant III <i>Field Office OH</i> Exempt	\$179.58	--	--	7/1/2025	6/30/2026	\$66.43		Not Applicable
	\$188.56	--	--	7/1/2026	6/30/2027	\$69.75	5.00%	
	\$197.99	--	--	7/1/2027	6/30/2028	\$73.24	5.00%	
	\$207.89	--	--	7/1/2028	6/30/2029	\$76.90	5.00%	
	\$218.29	--	--	7/1/2029	12/31/2030	\$80.75	5.00%	
Vu, Uyenlan Technical Director <i>Field Office OH</i> Exempt	\$224.95	--	--	7/1/2025	6/30/2026	\$83.21		Not Applicable
	\$236.19	--	--	7/1/2026	6/30/2027	\$87.37	5.00%	
	\$248.00	--	--	7/1/2027	6/30/2028	\$91.74	5.00%	
	\$260.40	--	--	7/1/2028	6/30/2029	\$96.33	5.00%	
	\$273.42	--	--	7/1/2029	12/31/2030	\$101.14	5.00%	
Yasui, Youji Senior Consultant III <i>Field Office OH</i> Exempt	\$189.40	--	--	7/1/2025	6/30/2026	\$70.06		Not Applicable
	\$198.87	--	--	7/1/2026	6/30/2027	\$73.56	5.00%	
	\$208.81	--	--	7/1/2027	6/30/2028	\$77.24	5.00%	
	\$219.25	--	--	7/1/2028	6/30/2029	\$81.10	5.00%	
	\$230.21	--	--	7/1/2029	12/31/2030	\$85.16	5.00%	
Chmiel, Karolina Senior Consultant III <i>Home Office OH</i> Exempt	\$211.48	--	--	7/1/2025	6/30/2026	\$63.58		Not Applicable
	\$222.05	--	--	7/1/2026	6/30/2027	\$66.76	5.00%	
	\$233.16	--	--	7/1/2027	6/30/2028	\$70.10	5.00%	
	\$244.81	--	--	7/1/2028	6/30/2029	\$73.60	5.00%	
	\$257.05	--	--	7/1/2029	12/31/2030	\$77.28	5.00%	
Cox, Nara Environmental Technician II <i>Home Office OH</i> Exempt	\$123.53	--	--	7/1/2025	6/30/2026	\$37.14		Not Applicable
	\$129.71	--	--	7/1/2026	6/30/2027	\$39.00	5.00%	
	\$136.20	--	--	7/1/2027	6/30/2028	\$40.95	5.00%	
	\$143.01	--	--	7/1/2028	6/30/2029	\$42.99	5.00%	
	\$150.16	--	--	7/1/2029	12/31/2030	\$45.14	5.00%	
Crawford, Karen Project Director <i>Home Office OH</i> Exempt	\$311.86	--	--	7/1/2025	6/30/2026	\$93.76		Not Applicable
	\$327.46	--	--	7/1/2026	6/30/2027	\$98.45	5.00%	
	\$343.83	--	--	7/1/2027	6/30/2028	\$103.37	5.00%	
	\$361.02	--	--	7/1/2028	6/30/2029	\$108.54	5.00%	
	\$379.07	--	--	7/1/2029	12/31/2030	\$113.97	5.00%	
Downs, Lauren Senior Consultant I <i>Home Office OH</i> Exempt	\$172.70	--	--	7/1/2025	6/30/2026	\$51.92		Not Applicable
	\$181.33	--	--	7/1/2026	6/30/2027	\$54.52	5.00%	
	\$190.40	--	--	7/1/2027	6/30/2028	\$57.24	5.00%	
	\$199.92	--	--	7/1/2028	6/30/2029	\$60.10	5.00%	
	\$209.91	--	--	7/1/2029	12/31/2030	\$63.11	5.00%	
Hallman, Ryan Consultant I <i>Home Office OH</i> Exempt	\$154.47	--	--	7/1/2025	6/30/2026	\$46.44		Not Applicable
	\$162.19	--	--	7/1/2026	6/30/2027	\$48.76	5.00%	
	\$170.30	--	--	7/1/2027	6/30/2028	\$51.20	5.00%	
	\$178.82	--	--	7/1/2028	6/30/2029	\$53.76	5.00%	
	\$187.76	--	--	7/1/2029	12/31/2030	\$56.45	5.00%	

Name/Job Title/Classification ¹	Maximum 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				
Hardie, Jon Project Director <i>Home Office OH</i> Exempt	\$280.90	--	--	7/1/2025	6/30/2026	\$84.45		Not Applicable	
	\$294.94	--	--	7/1/2026	6/30/2027	\$88.67	5.00%		
	\$309.69	--	--	7/1/2027	6/30/2028	\$93.11	5.00%		
	\$325.17	--	--	7/1/2028	6/30/2029	\$97.76	5.00%		
	\$341.43	--	--	7/1/2029	12/31/2030	\$102.65	5.00%		
Irvin, Elizabeth Senior Consultant III <i>Home Office OH</i> Exempt	\$207.19	--	--	7/1/2025	6/30/2026	\$62.29		Not Applicable	
	\$217.55	--	--	7/1/2026	6/30/2027	\$65.40	5.00%		
	\$228.42	--	--	7/1/2027	6/30/2028	\$68.67	5.00%		
	\$239.85	--	--	7/1/2028	6/30/2029	\$72.11	5.00%		
	\$251.84	--	--	7/1/2029	12/31/2030	\$75.71	5.00%		
Roderick, Margaret Consultant II <i>Home Office OH</i> Exempt	\$166.91	--	--	7/1/2025	6/30/2026	\$50.18		Not Applicable	
	\$175.25	--	--	7/1/2026	6/30/2027	\$52.69	5.00%		
	\$184.02	--	--	7/1/2027	6/30/2028	\$55.32	5.00%		
	\$193.22	--	--	7/1/2028	6/30/2029	\$58.09	5.00%		
	\$202.88	--	--	7/1/2029	12/31/2030	\$60.99	5.00%		
Schwartz, Paul Senior Consultant III <i>Home Office OH</i> Exempt	\$208.85	--	--	7/1/2025	6/30/2026	\$62.79		Not Applicable	
	\$219.29	--	--	7/1/2026	6/30/2027	\$65.93	5.00%		
	\$230.26	--	--	7/1/2027	6/30/2028	\$69.23	5.00%		
	\$241.77	--	--	7/1/2028	6/30/2029	\$72.69	5.00%		
	\$253.86	--	--	7/1/2029	12/31/2030	\$76.32	5.00%		
Wiles, Meagan Senior Consultant III <i>Home Office OH</i> Exempt	\$223.89	--	--	7/1/2025	6/30/2026	\$67.31		Not Applicable	
	\$235.08	--	--	7/1/2026	6/30/2027	\$70.68	5.00%		
	\$246.83	--	--	7/1/2027	6/30/2028	\$74.21	5.00%		
	\$259.18	--	--	7/1/2028	6/30/2029	\$77.92	5.00%		
	\$272.13	--	--	7/1/2029	12/31/2030	\$81.82	5.00%		
Yates, Timothy Senior Consultant III <i>Home Office OH</i> Exempt	\$205.82	--	--	7/1/2025	6/30/2026	\$61.88		Not Applicable	
	\$216.12	--	--	7/1/2026	6/30/2027	\$64.97	5.00%		
	\$226.92	--	--	7/1/2027	6/30/2028	\$68.22	5.00%		
	\$238.27	--	--	7/1/2028	6/30/2029	\$71.63	5.00%		
	\$250.18	--	--	7/1/2029	12/31/2030	\$75.22	5.00%		
Czaban, Emily Managing Consultant <i>On Call Staff OH</i> Non Exempt	\$147.45	--	--	7/1/2025	6/30/2026	\$79.00		Not Applicable	
	\$154.82	--	--	7/1/2026	6/30/2027	\$82.95	5.00%		
	\$162.57	--	--	7/1/2027	6/30/2028	\$87.10	5.00%		
	\$170.69	--	--	7/1/2028	6/30/2029	\$91.45	5.00%		
	\$179.23	--	--	7/1/2029	12/31/2030	\$96.02	5.00%		
Jameson, Megan Senior Technical Analyst <i>On Call Staff OH</i> Non Exempt	\$153.05	--	--	7/1/2025	6/30/2026	\$82.00		Not Applicable	
	\$160.70	--	--	7/1/2026	6/30/2027	\$86.10	5.00%		
	\$168.74	--	--	7/1/2027	6/30/2028	\$90.41	5.00%		
	\$177.18	--	--	7/1/2028	6/30/2029	\$94.93	5.00%		
	\$186.03	--	--	7/1/2029	12/31/2030	\$99.67	5.00%		
Lin, Frances Associate Consultant I <i>On Call Staff OH</i> Non Exempt	\$85.07	--	--	7/1/2025	6/30/2026	\$45.58		Not Applicable	
	\$89.33	--	--	7/1/2026	6/30/2027	\$47.86	5.00%		
	\$93.79	--	--	7/1/2027	6/30/2028	\$50.25	5.00%		
	\$98.48	--	--	7/1/2028	6/30/2029	\$52.76	5.00%		
	\$103.41	--	--	7/1/2029	12/31/2030	\$55.40	5.00%		
Sukola, Katrina Associate Consultant I <i>On Call Staff OH</i> Non Exempt	\$82.09	--	--	7/1/2025	6/30/2026	\$43.98		Not Applicable	
	\$86.19	--	--	7/1/2026	6/30/2027	\$46.18	5.00%		
	\$90.50	--	--	7/1/2027	6/30/2028	\$48.49	5.00%		
	\$95.03	--	--	7/1/2028	6/30/2029	\$50.91	5.00%		
	\$99.78	--	--	7/1/2029	12/31/2030	\$53.46	5.00%		
Sr Project Director <i>Home Office OH</i> (Exempt)	\$511.83	--	--	7/1/2025	6/30/2026	\$128.28		\$102.67	\$153.88
	\$537.42	--	--	7/1/2026	6/30/2027	\$134.69	5.00%	\$107.80	\$161.57
	\$564.30	--	--	7/1/2027	6/30/2028	\$141.42	5.00%	\$113.19	\$169.65
	\$592.51	--	--	7/1/2028	6/30/2029	\$148.49	5.00%	\$118.85	\$178.14
	\$622.14	--	--	7/1/2029	12/31/2030	\$155.92	5.00%	\$124.80	\$187.04

Name/Job Title/Classification ¹	Maximum 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				
Project Director	\$334.71	--	--	7/1/2025	6/30/2026	\$90.03		\$79.43	\$100.63
Home Office OH	\$351.45	--	--	7/1/2026	6/30/2027	\$94.53	5.00%	\$83.40	\$105.66
(Exempt)	\$369.02	--	--	7/1/2027	6/30/2028	\$99.26	5.00%	\$87.57	\$110.94
	\$387.47	--	--	7/1/2028	6/30/2029	\$104.22	5.00%	\$91.95	\$116.49
	\$406.85	--	--	7/1/2029	12/31/2030	\$109.43	5.00%	\$96.55	\$122.32
Technical Director	\$319.81	--	--	7/1/2025	6/30/2026	\$88.08		\$80.00	\$96.15
Home Office OH	\$335.80	--	--	7/1/2026	6/30/2027	\$92.48	5.00%	\$84.00	\$100.96
(Exempt)	\$352.59	--	--	7/1/2027	6/30/2028	\$97.10	5.00%	\$88.20	\$106.01
	\$370.22	--	--	7/1/2028	6/30/2029	\$101.96	5.00%	\$92.61	\$111.31
	\$388.73	--	--	7/1/2029	12/31/2030	\$107.06	5.00%	\$97.24	\$116.87
Sr Technical Analyst	\$279.40	--	--	7/1/2025	6/30/2026	\$79.86		\$75.71	\$84.00
Home Office OH	\$293.37	--	--	7/1/2026	6/30/2027	\$83.85	5.00%	\$79.50	\$88.20
(Exempt)	\$308.04	--	--	7/1/2027	6/30/2028	\$88.04	5.00%	\$83.47	\$92.61
	\$323.44	--	--	7/1/2028	6/30/2029	\$92.44	5.00%	\$87.64	\$97.24
	\$339.61	--	--	7/1/2029	12/31/2030	\$97.06	5.00%	\$92.03	\$102.10
Managing Consultant	\$262.77	--	--	7/1/2025	6/30/2026	\$74.50		\$70.00	\$79.00
Home Office OH	\$275.91	--	--	7/1/2026	6/30/2027	\$78.23	5.00%	\$73.50	\$82.95
(Exempt)	\$289.70	--	--	7/1/2027	6/30/2028	\$82.14	5.00%	\$77.18	\$87.10
	\$304.19	--	--	7/1/2028	6/30/2029	\$86.24	5.00%	\$81.03	\$91.45
	\$319.40	--	--	7/1/2029	12/31/2030	\$90.56	5.00%	\$85.09	\$96.02
Senior Consultant III	\$234.50	--	--	7/1/2025	6/30/2026	\$65.96		\$61.41	\$70.50
Home Office OH	\$246.22	--	--	7/1/2026	6/30/2027	\$69.25	5.00%	\$64.48	\$74.03
(Exempt)	\$258.53	--	--	7/1/2027	6/30/2028	\$72.72	5.00%	\$67.70	\$77.73
	\$271.46	--	--	7/1/2028	6/30/2029	\$76.35	5.00%	\$71.09	\$81.61
	\$285.03	--	--	7/1/2029	12/31/2030	\$80.17	5.00%	\$74.64	\$85.69
Senior Consultant II	\$212.88	--	--	7/1/2025	6/30/2026	\$60.54		\$57.07	\$64.00
Home Office OH	\$223.52	--	--	7/1/2026	6/30/2027	\$63.56	5.00%	\$59.92	\$67.20
(Exempt)	\$234.70	--	--	7/1/2027	6/30/2028	\$66.74	5.00%	\$62.92	\$70.56
	\$246.43	--	--	7/1/2028	6/30/2029	\$70.08	5.00%	\$66.07	\$74.09
	\$258.75	--	--	7/1/2029	12/31/2030	\$73.58	5.00%	\$69.37	\$77.79
Senior Consultant I	\$190.66	--	--	7/1/2025	6/30/2026	\$54.41		\$51.50	\$57.32
Home Office OH	\$200.19	--	--	7/1/2026	6/30/2027	\$57.13	5.00%	\$54.08	\$60.19
(Exempt)	\$210.20	--	--	7/1/2027	6/30/2028	\$59.99	5.00%	\$56.78	\$63.20
	\$220.71	--	--	7/1/2028	6/30/2029	\$62.99	5.00%	\$59.62	\$66.36
	\$231.74	--	--	7/1/2029	12/31/2030	\$66.14	5.00%	\$62.60	\$69.67
Consultant II	\$178.15	--	--	7/1/2025	6/30/2026	\$51.82		\$50.07	\$53.56
Home Office OH	\$187.06	--	--	7/1/2026	6/30/2027	\$54.41	5.00%	\$52.57	\$56.24
(Exempt)	\$196.41	--	--	7/1/2027	6/30/2028	\$57.13	5.00%	\$55.20	\$59.05
	\$206.23	--	--	7/1/2028	6/30/2029	\$59.98	5.00%	\$57.96	\$62.00
	\$216.54	--	--	7/1/2029	12/31/2030	\$62.98	5.00%	\$60.86	\$65.10
Consultant I	\$173.83	--	--	7/1/2025	6/30/2026	\$49.13		\$46.00	\$52.26
Home Office OH	\$182.52	--	--	7/1/2026	6/30/2027	\$51.59	5.00%	\$48.30	\$54.87
(Exempt)	\$191.64	--	--	7/1/2027	6/30/2028	\$54.17	5.00%	\$50.72	\$57.62
	\$201.23	--	--	7/1/2028	6/30/2029	\$56.87	5.00%	\$53.25	\$60.50
	\$211.29	--	--	7/1/2029	12/31/2030	\$59.72	5.00%	\$55.91	\$63.52
Associate Consultant II	\$160.45	--	--	7/1/2025	6/30/2026	\$45.59		\$42.94	\$48.24
Home Office OH	\$168.48	--	--	7/1/2026	6/30/2027	\$47.87	5.00%	\$45.09	\$50.65
(Exempt)	\$176.90	--	--	7/1/2027	6/30/2028	\$50.26	5.00%	\$47.34	\$53.18
	\$185.75	--	--	7/1/2028	6/30/2029	\$52.78	5.00%	\$49.71	\$55.84
	\$195.03	--	--	7/1/2029	12/31/2030	\$55.41	5.00%	\$52.19	\$58.64
Associate Consultant I	\$146.35	--	--	7/1/2025	6/30/2026	\$41.65		\$39.30	\$44.00
Home Office OH	\$153.67	--	--	7/1/2026	6/30/2027	\$43.73	5.00%	\$41.27	\$46.20
(Exempt)	\$161.35	--	--	7/1/2027	6/30/2028	\$45.92	5.00%	\$43.33	\$48.51
	\$169.42	--	--	7/1/2028	6/30/2029	\$48.22	5.00%	\$45.49	\$50.94
	\$177.89	--	--	7/1/2029	12/31/2030	\$50.63	5.00%	\$47.77	\$53.48

Name/Job Title/Classification ¹	Maximum 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				
Assistant Consultant <i>Home Office OH</i> (Exempt)	\$133.05	--	--	7/1/2025	6/30/2026	\$38.31		\$36.61	- \$40.00
	\$139.70	--	--	7/1/2026	6/30/2027	\$40.22	5.00%	\$38.44	\$42.00
	\$146.68	--	--	7/1/2027	6/30/2028	\$42.23	5.00%	\$40.36	\$44.10
	\$154.02	--	--	7/1/2028	6/30/2029	\$44.34	5.00%	\$42.38	\$46.31
	\$161.72	--	--	7/1/2029	12/31/2030	\$46.56	5.00%	\$44.50	\$48.62
Environmental Technician II <i>Home Office OH</i> (Exempt)	\$133.05	--	--	7/1/2025	6/30/2026	\$36.72		\$33.43	- \$40.00
	\$139.70	--	--	7/1/2026	6/30/2027	\$38.55	5.00%	\$35.10	\$42.00
	\$146.68	--	--	7/1/2027	6/30/2028	\$40.48	5.00%	\$36.86	\$44.10
	\$154.02	--	--	7/1/2028	6/30/2029	\$42.50	5.00%	\$38.70	\$46.31
	\$161.72	--	--	7/1/2029	12/31/2030	\$44.63	5.00%	\$40.63	\$48.62
Environmental Technician I <i>Home Office OH</i> (Exempt)	\$116.42	--	--	7/1/2025	6/30/2026	\$29.00		\$23.00	- \$35.00
	\$122.24	--	--	7/1/2026	6/30/2027	\$30.45	5.00%	\$24.15	\$36.75
	\$128.35	--	--	7/1/2027	6/30/2028	\$31.97	5.00%	\$25.36	\$38.59
	\$134.77	--	--	7/1/2028	6/30/2029	\$33.57	5.00%	\$26.63	\$40.52
	\$141.50	--	--	7/1/2029	12/31/2030	\$35.25	5.00%	\$27.96	\$42.54
Technician <i>Home Office OH</i> (Exempt)	\$96.46	--	--	7/1/2025	6/30/2026	\$26.50		\$24.00	- \$29.00
	\$101.28	--	--	7/1/2026	6/30/2027	\$27.83	5.00%	\$25.20	\$30.45
	\$106.35	--	--	7/1/2027	6/30/2028	\$29.22	5.00%	\$26.46	\$31.97
	\$111.66	--	--	7/1/2028	6/30/2029	\$30.68	5.00%	\$27.78	\$33.57
	\$117.25	--	--	7/1/2029	12/31/2030	\$32.21	5.00%	\$29.17	\$35.25
Intern <i>Home Office OH</i> (Exempt)	\$73.18	--	--	7/1/2025	6/30/2026	\$21.00		\$20.00	- \$22.00
	\$76.83	--	--	7/1/2026	6/30/2027	\$22.05	5.00%	\$21.00	\$23.10
	\$80.68	--	--	7/1/2027	6/30/2028	\$23.15	5.00%	\$22.05	\$24.26
	\$84.71	--	--	7/1/2028	6/30/2029	\$24.31	5.00%	\$23.15	\$25.47
	\$88.95	--	--	7/1/2029	12/31/2030	\$25.53	5.00%	\$24.31	\$26.74

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

COST PROPOSAL

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

Subconsultant: ICF Jones & Stokes, Inc. Prime Consultant Subconsultant

Project No. _____ Contract No. _____

Date: 11/10/2025

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	MI	IRS Std Rate	
Equipment Rental and Supplies	TBD			Actual
Permit Fees	TBD			Actual
Test	TBD			Actual
Vehicle (Rental Car)	TBD			Actual
Overnight Delivery	TBD			Actual
Outside Reproduction	TBD			Actual
Per Diem	TBD	per day	Per Caltrans Std	
Subtotal				\$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- 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.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Jeffrey Beckner Title *: Vice President, Contracts & Pricing

Signature :  Date of Certification (mm/dd/yyyy): 7/29/2025

Email: Jeffery.Beckner@icf.com Phone Number: 703-934-3147

Address: 1902 Reston Metro Plaza, Reston, VA 20190

* 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.

List services the consultant is providing under the proposed contract:

Environmental Consulting Services

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

Note: Mark-ups are Not Allowed

Consultant Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ <\$500,000 Date 7/21/2025

For Combined Rate	196.29%	196.29%
Fringe Benefit % + General & Administrative %	=	Combined ICR%
Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight ³	OT(1.5x)	OT(2x)	From	To	Hourly Rate ⁴	Increase	for Classifications Only
Analyst I -	\$152.01			7/1/2025	6/30/2026	\$43.56		\$40.48 - \$46.64
	\$159.61			7/1/2026	6/30/2027	\$45.74	5.00%	\$42.50 - \$48.97
	\$167.59			7/1/2027	6/30/2028	\$48.02	5.00%	\$44.63 - \$51.42
	\$175.97			7/1/2028	6/30/2029	\$50.43	5.00%	\$46.86 - \$53.99
	\$184.77			7/1/2029	12/31/2030	\$52.95	5.00%	\$49.20 - \$56.69
Analyst II -	\$181.02			7/1/2025	6/30/2026	\$51.26		\$46.98 - \$55.54
	\$190.07			7/1/2026	6/30/2027	\$53.82	5.00%	\$49.33 - \$58.32
	\$199.57			7/1/2027	6/30/2028	\$56.51	5.00%	\$51.80 - \$61.23
	\$209.55			7/1/2028	6/30/2029	\$59.34	5.00%	\$54.39 - \$64.29
	\$220.03			7/1/2029	12/31/2030	\$62.31	5.00%	\$57.10 - \$67.51
Professional I -	\$223.32			7/1/2025	6/30/2026	\$62.17		\$55.82 - \$68.52
	\$234.49			7/1/2026	6/30/2027	\$65.28	5.00%	\$58.61 - \$71.95
	\$246.21			7/1/2027	6/30/2028	\$68.54	5.00%	\$61.54 - \$75.54
	\$258.52			7/1/2028	6/30/2029	\$71.97	5.00%	\$64.62 - \$79.32
	\$271.45			7/1/2029	12/31/2030	\$75.57	5.00%	\$67.85 - \$83.29
Professional II -	\$268.88			7/1/2025	6/30/2026	\$75.70		\$68.90 - \$82.50
	\$282.33			7/1/2026	6/30/2027	\$79.49	5.00%	\$72.35 - \$86.63
	\$296.44			7/1/2027	6/30/2028	\$83.46	5.00%	\$75.96 - \$90.96
	\$311.27			7/1/2028	6/30/2029	\$87.63	5.00%	\$79.76 - \$95.50
	\$326.83			7/1/2029	12/31/2030	\$92.01	5.00%	\$83.75 - \$100.28
Professional III -	\$306.82			7/1/2025	6/30/2026	\$88.66		\$83.18 - \$94.14
	\$322.16			7/1/2026	6/30/2027	\$93.09	5.00%	\$87.34 - \$98.85
	\$338.27			7/1/2027	6/30/2028	\$97.75	5.00%	\$91.71 - \$103.79
	\$355.18			7/1/2028	6/30/2029	\$102.64	5.00%	\$96.29 - \$108.98
	\$372.94			7/1/2029	12/31/2030	\$107.77	5.00%	\$101.11 - \$114.43
Sr. Professional I -	\$356.62			7/1/2025	6/30/2026	\$103.44		\$97.46 - \$109.42
	\$374.45			7/1/2026	6/30/2027	\$108.61	5.00%	\$102.33 - \$114.89
	\$393.17			7/1/2027	6/30/2028	\$114.04	5.00%	\$107.45 - \$120.64
	\$412.83			7/1/2028	6/30/2029	\$119.74	5.00%	\$112.82 - \$126.67
	\$433.47			7/1/2029	12/31/2030	\$125.73	5.00%	\$118.46 - \$133.00
Sr. Professional II -	\$393.19			7/1/2025	6/30/2026	\$115.37		\$110.10 - \$120.64
	\$412.85			7/1/2026	6/30/2027	\$121.14	5.00%	\$115.61 - \$126.67
	\$433.49			7/1/2027	6/30/2028	\$127.20	5.00%	\$121.39 - \$133.01
	\$455.17			7/1/2028	6/30/2029	\$133.56	5.00%	\$127.45 - \$139.66
	\$477.92			7/1/2029	12/31/2030	\$140.23	5.00%	\$133.83 - \$146.64
Sr. Professional III -	\$416.65			7/1/2025	6/30/2026	\$125.32		\$122.80 - \$127.84
	\$437.49			7/1/2026	6/30/2027	\$131.59	5.00%	\$128.94 - \$134.23
	\$459.36			7/1/2027	6/30/2028	\$138.17	5.00%	\$135.39 - \$140.94
	\$482.33			7/1/2028	6/30/2029	\$145.07	5.00%	\$142.16 - \$147.99
	\$506.45			7/1/2029	12/31/2030	\$152.33	5.00%	\$149.26 - \$155.39
Sr. Professional IV -	\$458.83			7/1/2025	6/30/2026	\$136.33		\$131.88 - \$140.78
	\$481.77			7/1/2026	6/30/2027	\$143.15	5.00%	\$138.47 - \$147.82
	\$505.86			7/1/2027	6/30/2028	\$150.30	5.00%	\$145.40 - \$155.21
	\$531.15			7/1/2028	6/30/2029	\$157.82	5.00%	\$152.67 - \$162.97
	\$557.71			7/1/2029	12/31/2030	\$165.71	5.00%	\$160.30 - \$171.12
Project Support -	\$134.60			7/1/2025	6/30/2026	\$34.55		\$27.80 - \$41.30
	\$141.33			7/1/2026	6/30/2027	\$36.28	5.00%	\$29.19 - \$43.37
	\$148.40			7/1/2027	6/30/2028	\$38.09	5.00%	\$30.65 - \$45.53
	\$155.82			7/1/2028	6/30/2029	\$40.00	5.00%	\$32.18 - \$47.81
	\$163.61			7/1/2029	12/31/2030	\$42.00	5.00%	\$33.79 - \$50.20

NOTES:

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

COST PROPOSAL

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

Consultant Kimley-Horn and Associates, Inc. Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 07/21/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		per mile	Federal Rate	\$ -
Travel (Airfare, Rental Car, Tolls, etc.)			Actual	\$ -
Per Diem		per day	Caltrans Std	\$ -
Outside Printing and Reproduction			Actual	\$ -
Courier / Fed Ex / USPS, etc.			Actual	\$ -
Misc. Field Equipment / Supplies			Actual	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

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.

COST PROPOSAL

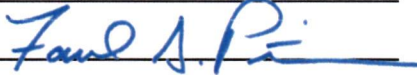
Certification of Direct Costs:

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: Fareed Pittalwala Title *: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 07/21/25
 Email: fareed.pittalwala@kimley-horn.com Phone Number: 916-571-1017
 Address: 555 Capitol Mall, Suite 300, Sacramento, CA 95814

* 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:

Engineering services

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant Group Delta Consultants, Inc. an NV5 Company Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	172.88% Combined ICR %
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OR

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

	FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum 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			
Curt Scheyhing* Principal Engineer Principal in Charge (Exempt)	\$224.41	--	--	7/1/2025	6/30/2026	\$74.76		Not Applicable
	\$235.63	--	--	7/1/2026	6/30/2027	\$78.50	5.00%	
	\$247.41	--	--	7/1/2027	6/30/2028	\$82.42	5.00%	
	\$259.78	--	--	7/1/2028	6/30/2029	\$86.54	5.00%	
	\$272.77	--	--	7/1/2029	12/31/2030	\$90.87	5.00%	
Michael Givens* Associate Engineer (Exempt)	\$251.00	--	--	7/1/2025	6/30/2026	\$83.62		Not Applicable
	\$263.55	--	--	7/1/2026	6/30/2027	\$87.80	5.00%	
	\$276.73	--	--	7/1/2027	6/30/2028	\$92.19	5.00%	
	\$290.56	--	--	7/1/2028	6/30/2029	\$96.80	5.00%	
	\$305.09	--	--	7/1/2029	12/31/2030	\$101.64	5.00%	
Jack Packwood* Associate Scientist (Exempt)	\$234.49	--	--	7/1/2025	6/30/2026	\$78.12		Not Applicable
	\$246.22	--	--	7/1/2026	6/30/2027	\$82.03	5.00%	
	\$258.53	--	--	7/1/2027	6/30/2028	\$86.13	5.00%	
	\$271.45	--	--	7/1/2028	6/30/2029	\$90.43	5.00%	
	\$285.03	--	--	7/1/2029	12/31/2030	\$94.96	5.00%	
Principal Engineer / Scientist (Exempt)	\$273.18	--	--	7/1/2025	6/30/2026	\$82.89		\$74.76 - \$91.01
	\$286.84	--	--	7/1/2026	6/30/2027	\$87.03	5.00%	\$78.50 - \$95.56
	\$301.18	--	--	7/1/2027	6/30/2028	\$91.38	5.00%	\$82.42 - \$100.34
	\$316.24	--	--	7/1/2028	6/30/2029	\$95.95	5.00%	\$86.54 - \$105.36
	\$332.06	--	--	7/1/2029	12/31/2030	\$100.75	5.00%	\$90.87 - \$110.62
Associate Engineer / Scientist (Exempt)	\$267.00	--	--	7/1/2025	6/30/2026	\$70.98		\$53.00 - \$88.95
	\$280.35	--	--	7/1/2026	6/30/2027	\$74.52	5.00%	\$55.65 - \$93.40
	\$294.37	--	--	7/1/2027	6/30/2028	\$78.25	5.00%	\$58.43 - \$98.07
	\$309.09	--	--	7/1/2028	6/30/2029	\$82.16	5.00%	\$61.35 - \$102.97
	\$324.54	--	--	7/1/2029	12/31/2030	\$86.27	5.00%	\$64.42 - \$108.12
Senior Engineer / Scientist (Exempt)	\$202.04	--	--	7/1/2025	6/30/2026	\$60.10		\$52.89 - \$67.31
	\$212.15	--	--	7/1/2026	6/30/2027	\$63.11	5.00%	\$55.53 - \$70.68
	\$222.75	--	--	7/1/2027	6/30/2028	\$66.26	5.00%	\$58.31 - \$74.21
	\$233.89	--	--	7/1/2028	6/30/2029	\$69.57	5.00%	\$61.23 - \$77.92
	\$245.58	--	--	7/1/2029	12/31/2030	\$73.05	5.00%	\$64.29 - \$81.82
Project Engineer / Scientist (Exempt)	\$129.88	--	--	7/1/2025	6/30/2026	\$40.87		\$38.47 - \$43.27
	\$136.38	--	--	7/1/2026	6/30/2027	\$42.91	5.00%	\$40.39 - \$45.43
	\$143.20	--	--	7/1/2027	6/30/2028	\$45.06	5.00%	\$42.41 - \$47.71
	\$150.36	--	--	7/1/2028	6/30/2029	\$47.31	5.00%	\$44.53 - \$50.09
	\$157.87	--	--	7/1/2029	12/31/2030	\$49.68	5.00%	\$46.76 - \$52.59

Name/Job Title/Classification ¹	Maximum 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				
Staff Engineer / Scientist (Exempt)	\$104.64	--	--	7/1/2025	6/30/2026	\$31.93		\$29.00	- \$34.86
	\$109.87	--	--	7/1/2026	6/30/2027	\$33.53	5.00%	\$30.45	\$36.60
	\$115.36	--	--	7/1/2027	6/30/2028	\$35.20	5.00%	\$31.97	\$38.43
	\$121.13	--	--	7/1/2028	6/30/2029	\$36.96	5.00%	\$33.57	\$40.35
	\$127.19	--	--	7/1/2029	12/31/2030	\$38.81	5.00%	\$35.25	\$42.37
CADD Designer (Exempt)	\$126.07	--	--	7/1/2025	6/30/2026	\$35.00		\$28.00	- \$42.00
	\$132.37	--	--	7/1/2026	6/30/2027	\$36.75	5.00%	\$29.40	\$44.10
	\$138.99	--	--	7/1/2027	6/30/2028	\$38.59	5.00%	\$30.87	\$46.31
	\$145.94	--	--	7/1/2028	6/30/2029	\$40.52	5.00%	\$32.41	\$48.62
	\$153.24	--	--	7/1/2029	12/31/2030	\$42.54	5.00%	\$34.03	\$51.05
Geotechnical Lab Technician (Non-Exempt)	\$98.34	--	--	7/1/2025	6/30/2026	\$30.03		\$27.30	- \$32.76
	\$103.25	--	--	7/1/2026	6/30/2027	\$31.53	5.00%	\$28.67	\$34.40
	\$108.41	--	--	7/1/2027	6/30/2028	\$33.11	5.00%	\$30.10	\$36.12
	\$113.84	--	--	7/1/2028	6/30/2029	\$34.76	5.00%	\$31.60	\$37.92
	\$119.53	--	--	7/1/2029	12/31/2030	\$36.50	5.00%	\$33.18	\$39.82
Field Inspector and Field Soil Material Tester PW** (Non-Exempt) **Prevailing Wage Staff	\$181.48	\$211.71	\$241.94	7/1/2025	6/30/2026	\$58.57		\$56.68	- \$60.46
	\$190.56	\$222.30	\$254.04	7/1/2026	6/30/2027	\$61.50	5.00%	\$59.51	\$63.48
	\$200.08	\$233.41	\$266.74	7/1/2027	6/30/2028	\$64.57	5.00%	\$62.49	\$66.66
	\$210.09	\$245.08	\$280.08	7/1/2028	6/30/2029	\$67.80	5.00%	\$65.61	\$69.99
	\$220.59	\$257.34	\$294.08	7/1/2029	12/31/2030	\$71.19	5.00%	\$68.89	\$73.49

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+ (Combined ICR+FCCM))) + (actual hourly rate *(1+Combined ICR)* Fee)). Profit/Fee is not applied to FCCM. 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.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Shah Gharbari Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 8-4-2025

0

Address: 133 Technology Drive, Suite 200, Irvine, CA 92618

* 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.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering and Hazardous Materials

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant AYCE Consulting Engineers, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ < \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	125.35% Combined ICR %
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FCCM

12.30%

OR

For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Home Office ICR %
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Field Office ICR %
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	FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum 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				
David Woo, PE AYCE Principal in Charge *	\$412.32	--	--	7/1/2025	6/30/2026	\$158.47			
(Exempt)	\$432.93	--	--	7/1/2026	6/30/2027	\$166.39	5.00%	Not Applicable	
	\$454.58	--	--	7/1/2027	6/30/2028	\$174.71	5.00%		
	\$477.31	--	--	7/1/2028	6/30/2029	\$183.45	5.00%		
	\$501.17	--	--	7/1/2029	12/31/2030	\$192.62	5.00%		
Kandice Nguyen, PE AYCE Principal Engineer *	\$344.22	--	--	7/1/2025	6/30/2026	\$132.30			
(Exempt)	\$361.44	--	--	7/1/2026	6/30/2027	\$138.92	5.00%	Not Applicable	
	\$379.51	--	--	7/1/2027	6/30/2028	\$145.86	5.00%		
	\$398.48	--	--	7/1/2028	6/30/2029	\$153.15	5.00%		
	\$418.41	--	--	7/1/2029	12/31/2030	\$160.81	5.00%		
Senior Project Manager, PE *	\$273.19	--	--	7/1/2025	6/30/2026	\$99.75		\$94.50	\$105.00
(Exempt)	\$286.85	--	--	7/1/2026	6/30/2027	\$104.74	5.00%	\$99.23	\$110.25
	\$301.20	--	--	7/1/2027	6/30/2028	\$109.97	5.00%	\$104.19	\$115.76
	\$316.26	--	--	7/1/2028	6/30/2029	\$115.47	5.00%	\$109.40	\$121.55
	\$332.07	--	--	7/1/2029	12/31/2030	\$121.25	5.00%	\$114.87	\$127.63
Project Manager, PE *	\$204.90	--	--	7/1/2025	6/30/2026	\$68.25		\$57.75	\$78.75
(Exempt)	\$215.14	--	--	7/1/2026	6/30/2027	\$71.66	5.00%	\$60.64	\$82.69
	\$225.90	--	--	7/1/2027	6/30/2028	\$75.25	5.00%	\$63.67	\$86.82
	\$237.19	--	--	7/1/2028	6/30/2029	\$79.01	5.00%	\$66.85	\$91.16
	\$249.05	--	--	7/1/2029	12/31/2030	\$82.96	5.00%	\$70.20	\$95.72
Project Engineer, EIT	\$136.60	--	--	7/1/2025	6/30/2026	\$44.63		\$36.75	\$52.50
(Exempt)	\$143.43	--	--	7/1/2026	6/30/2027	\$46.86	5.00%	\$38.59	\$55.13
	\$150.60	--	--	7/1/2027	6/30/2028	\$49.20	5.00%	\$40.52	\$57.88
	\$158.13	--	--	7/1/2028	6/30/2029	\$51.66	5.00%	\$42.54	\$60.78
	\$166.03	--	--	7/1/2029	12/31/2030	\$54.24	5.00%	\$44.67	\$63.81
Graphic Designer	\$249.99	--	--	7/1/2025	6/30/2026	\$66.42		\$36.75	\$96.08
(Non-Exempt)	\$262.49	--	--	7/1/2026	6/30/2027	\$69.74	5.00%	\$38.59	\$100.88
	\$275.61	--	--	7/1/2027	6/30/2028	\$73.22	5.00%	\$40.52	\$105.93
	\$289.39	--	--	7/1/2028	6/30/2029	\$76.88	5.00%	\$42.54	\$111.22
	\$303.86	--	--	7/1/2029	12/31/2030	\$80.73	5.00%	\$44.67	\$116.79

Name/Job Title/Classification ¹	Maximum 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				
Project Assistant (Non-Exempt)	\$122.94	--	--	7/1/2025	6/30/2026	\$36.75		\$26.25	- \$47.25
	\$129.08	--	--	7/1/2026	6/30/2027	\$38.59	5.00%	\$27.56	\$49.61
	\$135.54	--	--	7/1/2027	6/30/2028	\$40.52	5.00%	\$28.94	\$52.09
	\$142.32	--	--	7/1/2028	6/30/2029	\$42.54	5.00%	\$30.39	\$54.70
	\$149.43	--	--	7/1/2029	12/31/2030	\$44.67	5.00%	\$31.91	\$57.43

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

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:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: David Woo

Title *: President



Date of Certification: 7/21/2025

Email: woo@ayceinc.com

Phone Number: (855) 292-3462

Address: 930 E. Santa Ana Blvd. Santa Ana, CA 92701

* 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,

List services the consultant is providing under the proposed contract:

Civil Engineering Design services for roadway design and Interactive Digital Twin (BIM-3D) of projects.

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant Albert A. Webb Associates Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/14/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.90% Combined ICR %
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OR

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

	FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT (1.5x)	OT (2x)	From	To				
Principal II (Exempt)	\$416.90	--	--	7/1/2025	6/30/2026	\$109.87		\$82.00	\$142.00
	\$437.74	--	--	7/1/2026	6/30/2027	\$115.36	5.00%	\$86.10	\$149.10
	\$459.63	--	--	7/1/2027	6/30/2028	\$121.13	5.00%	\$90.41	\$156.56
	\$482.61	--	--	7/1/2028	6/30/2029	\$127.19	5.00%	\$94.93	\$164.38
	\$506.74	--	--	7/1/2029	12/31/2030	\$133.55	5.00%	\$99.67	\$172.60
Principal I (Exempt)	\$252.49	--	--	7/1/2025	6/30/2026	\$109.87		\$80.00	\$86.00
	\$265.11	--	--	7/1/2026	6/30/2027	\$115.36	5.00%	\$84.00	\$93.30
	\$278.37	--	--	7/1/2027	6/30/2028	\$121.13	5.00%	\$88.20	\$94.82
	\$292.29	--	--	7/1/2028	6/30/2029	\$127.19	5.00%	\$92.61	\$99.56
	\$306.90	--	--	7/1/2029	12/31/2030	\$133.55	5.00%	\$97.24	\$104.53
Senior II (Exempt)	\$223.13	--	--	7/1/2025	6/30/2026	\$72.07		\$62.00	\$76.00
	\$234.28	--	--	7/1/2026	6/30/2027	\$75.67	5.00%	\$65.10	\$79.80
	\$246.00	--	--	7/1/2027	6/30/2028	\$79.46	5.00%	\$68.36	\$83.79
	\$258.30	--	--	7/1/2028	6/30/2029	\$83.43	5.00%	\$71.77	\$87.98
	\$271.21	--	--	7/1/2029	12/31/2030	\$87.60	5.00%	\$75.36	\$92.38
Senior I (Non-Exempt)	\$199.64	--	--	7/1/2025	6/30/2026	\$60.66		\$53.00	\$68.00
	\$209.62	--	--	7/1/2026	6/30/2027	\$63.69	5.00%	\$55.65	\$71.40
	\$220.10	--	--	7/1/2027	6/30/2028	\$66.88	5.00%	\$58.43	\$74.97
	\$231.11	--	--	7/1/2028	6/30/2029	\$70.22	5.00%	\$61.35	\$78.72
	\$242.67	--	--	7/1/2029	12/31/2030	\$73.73	5.00%	\$64.42	\$82.65
Assistant V (Exempt)	\$117.44	--	--	7/1/2025	6/30/2026	\$38.58		\$34.00	\$40.00
	\$123.31	--	--	7/1/2026	6/30/2027	\$40.51	5.00%	\$35.70	\$42.00
	\$129.47	--	--	7/1/2027	6/30/2028	\$42.53	5.00%	\$37.49	\$44.10
	\$135.95	--	--	7/1/2028	6/30/2029	\$44.66	5.00%	\$39.36	\$46.31
	\$142.74	--	--	7/1/2029	12/31/2030	\$46.89	5.00%	\$41.33	\$48.62
Associate I (Non Exempt)	\$149.73	--	--	7/1/2025	6/30/2026	\$43.99		\$36.00	\$51.00
	\$157.22	--	--	7/1/2026	6/30/2027	\$46.19	5.00%	\$37.80	\$53.55
	\$165.08	--	--	7/1/2027	6/30/2028	\$48.50	5.00%	\$39.69	\$56.23
	\$173.33	--	--	7/1/2028	6/30/2029	\$50.92	5.00%	\$41.67	\$59.04
	\$182.00	--	--	7/1/2029	12/31/2030	\$53.47	5.00%	\$43.76	\$61.99

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

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:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and
- 6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are

Prime Consultant or Subconsultant Certifying:

Name: Dilesh Sheth Title *: Senior Vice President
Signature : *Dilesh Sheth* Date of Certification (mm/dd/yyyy): 7/14/2025
Email: dilesh.sheth@webbassoicates Phone Number: 951-830-4305
Address: 3788 McCray Street, 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.

List services the consultant is providing under the proposed contract:

Engineering Services such as Traffic, Drainage, Landscaping, Utility.

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant Tatsumi and Partners, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	213.82% Combined ICR %
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OR

For Home Office Rate	Fringe Benefit % + General & Administrative %	=	NA Home Office ICR %
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Field Office ICR %

FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
David Tatsumi	\$369.78	--	--	7/1/2025	6/30/2026	\$107.12		Not Applicable
Contract Manager/QAQC/Senior (Exempt)	\$388.27	--	--	7/1/2026	6/30/2027	\$112.48	5.00%	
	\$407.68	--	--	7/1/2027	6/30/2028	\$118.10	5.00%	
	\$428.07	--	--	7/1/2028	6/30/2029	\$124.00	5.00%	
	\$449.47	--	--	7/1/2029	12/31/2030	\$130.21	5.00%	
Contract Manager/QAQC/Senior Principal* (Non-Exempt)	\$396.98	--	--	7/1/2025	6/30/2026	\$107.50		\$100.00 - \$115.00
	\$416.83	--	--	7/1/2026	6/30/2027	\$112.88	5.00%	\$105.00 \$120.75
	\$437.67	--	--	7/1/2027	6/30/2028	\$118.52	5.00%	\$110.25 \$126.79
	\$459.56	--	--	7/1/2028	6/30/2029	\$124.44	5.00%	\$115.76 \$133.13
	\$482.53	--	--	7/1/2029	12/31/2030	\$130.67	5.00%	\$121.55 \$139.78
Principal (Non-Exempt)	\$310.68	--	--	7/1/2025	6/30/2026	\$85.00		\$80.00 - \$90.00
	\$326.22	--	--	7/1/2026	6/30/2027	\$89.25	5.00%	\$84.00 \$94.50
	\$342.53	--	--	7/1/2027	6/30/2028	\$93.71	5.00%	\$88.20 \$99.23
	\$359.65	--	--	7/1/2028	6/30/2029	\$98.40	5.00%	\$92.61 \$104.19
	\$377.64	--	--	7/1/2029	12/31/2030	\$103.32	5.00%	\$97.24 \$109.40
Senior Associate (Non-Exempt)	\$276.16	--	--	7/1/2025	6/30/2026	\$72.50		\$65.00 - \$80.00
	\$289.97	--	--	7/1/2026	6/30/2027	\$76.13	5.00%	\$68.25 \$84.00
	\$304.47	--	--	7/1/2027	6/30/2028	\$79.93	5.00%	\$71.66 \$88.20
	\$319.69	--	--	7/1/2028	6/30/2029	\$83.93	5.00%	\$75.25 \$92.61
	\$335.68	--	--	7/1/2029	12/31/2030	\$88.12	5.00%	\$79.01 \$97.24
Senior Technical Staff (Non-Exempt)	\$224.38	--	--	7/1/2025	6/30/2026	\$52.50		\$40.00 - \$65.00
	\$235.60	--	--	7/1/2026	6/30/2027	\$55.13	5.00%	\$42.00 \$68.25
	\$247.38	--	--	7/1/2027	6/30/2028	\$57.88	5.00%	\$44.10 \$71.66
	\$259.75	--	--	7/1/2028	6/30/2029	\$60.78	5.00%	\$46.31 \$75.25
	\$272.74	--	--	7/1/2029	12/31/2030	\$63.81	5.00%	\$48.62 \$79.01
Technical Staff III (Non-Exempt)	\$162.24	--	--	7/1/2025	6/30/2026	\$42.00		\$37.00 - \$47.00
	\$170.36	--	--	7/1/2026	6/30/2027	\$44.10	5.00%	\$38.85 \$49.35
	\$178.88	--	--	7/1/2027	6/30/2028	\$46.31	5.00%	\$40.79 \$51.82
	\$187.82	--	--	7/1/2028	6/30/2029	\$48.62	5.00%	\$42.83 \$54.41
	\$197.21	--	--	7/1/2029	12/31/2030	\$51.05	5.00%	\$44.97 \$57.13
Technical Staff II (Non-Exempt)	\$138.08	--	--	7/1/2025	6/30/2026	\$37.00		\$34.00 - \$40.00
	\$144.98	--	--	7/1/2026	6/30/2027	\$38.85	5.00%	\$35.70 \$42.00
	\$152.23	--	--	7/1/2027	6/30/2028	\$40.79	5.00%	\$37.49 \$44.10
	\$159.85	--	--	7/1/2028	6/30/2029	\$42.83	5.00%	\$39.36 \$46.31
	\$167.84	--	--	7/1/2029	12/31/2030	\$44.97	5.00%	\$41.33 \$48.62
Technical Staff I (Non-Exempt)	\$124.27	--	--	7/1/2025	6/30/2026	\$29.00		\$22.00 - \$36.00
	\$130.49	--	--	7/1/2026	6/30/2027	\$30.45	5.00%	\$23.10 \$37.80
	\$137.01	--	--	7/1/2027	6/30/2028	\$31.97	5.00%	\$24.26 \$39.69
	\$143.86	--	--	7/1/2028	6/30/2029	\$33.57	5.00%	\$25.47 \$41.67
	\$151.05	--	--	7/1/2029	12/31/2030	\$35.25	5.00%	\$26.74 \$43.76

Notes:

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

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Beverly Kawamoto Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 07/17/2025

Email: beverly@tatsumiandpartners.com Phone Number: 949-453-9901

Address: 49 Discovery, Suite 120, Irvine, CA 92618

* 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.

List services the consultant is providing under the proposed contract:

Landscape Architectural Services

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant CL Survey and Mapping INC. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	185.46% Combined ICR %
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Home Office ICR %
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Field Office ICR %
FEE		=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT (1.5x)	OT (2x)	From	To				
Robert Vasquez, PLS** Contract/QA/QC Manger (Exempt)	\$334.32	--	--	7/1/2025	6/30/2026	\$106.47			
	\$351.04	--	--	7/1/2026	6/30/2027	\$111.79	5.00%	Not Applicable	
	\$368.59	--	--	7/1/2027	6/30/2028	\$117.38	5.00%		
	\$387.02	--	--	7/1/2028	6/30/2029	\$123.25	5.00%		
	\$406.37	--	--	7/1/2029	12/31/2030	\$129.41	5.00%		
Lam Le, PLS*, ** Office Task Leader (Exempt)	\$314.01	--	--	7/1/2025	6/30/2026	\$100.00			
	\$329.71	--	--	7/1/2026	6/30/2027	\$105.00	5.00%	Not Applicable	
	\$346.19	--	--	7/1/2027	6/30/2028	\$110.25	5.00%		
	\$363.50	--	--	7/1/2028	6/30/2029	\$115.76	5.00%		
	\$381.68	--	--	7/1/2029	12/31/2030	\$121.55	5.00%		
Daniel Calvillo, PLS** Office Task Leader (Exempt)	\$314.01	--	--	7/1/2025	6/30/2026	\$100.00			
	\$329.71	--	--	7/1/2026	6/30/2027	\$105.00	5.00%	Not Applicable	
	\$346.19	--	--	7/1/2027	6/30/2028	\$110.25	5.00%		
	\$363.50	--	--	7/1/2028	6/30/2029	\$115.76	5.00%		
	\$381.68	--	--	7/1/2029	12/31/2030	\$121.55	5.00%		
Jarrod Smith ** Project Surveyor (Exempt)	\$204.10	--	--	7/1/2025	6/30/2026	\$65.00			
	\$214.31	--	--	7/1/2026	6/30/2027	\$68.25	5.00%	Not Applicable	
	\$225.02	--	--	7/1/2027	6/30/2028	\$71.66	5.00%		
	\$236.28	--	--	7/1/2028	6/30/2029	\$75.25	5.00%		
	\$248.09	--	--	7/1/2029	12/31/2030	\$79.01	5.00%		
Bernardo Padilla** Project Surveyor (Exempt)	\$200.96	--	--	7/1/2025	6/30/2026	\$64.00			
	\$211.01	--	--	7/1/2026	6/30/2027	\$67.20	5.00%	Not Applicable	
	\$221.56	--	--	7/1/2027	6/30/2028	\$70.56	5.00%		
	\$232.64	--	--	7/1/2028	6/30/2029	\$74.09	5.00%		
	\$244.27	--	--	7/1/2029	12/31/2030	\$77.79	5.00%		
Office Task Leader (Exempt)	\$345.41	--	--	7/1/2025	6/30/2026	\$100.00			
	\$362.68	--	--	7/1/2026	6/30/2027	\$105.00	5.00%	\$100.00	\$110.00
	\$380.81	--	--	7/1/2027	6/30/2028	\$110.25	5.00%	\$105.00	\$115.50
	\$399.85	--	--	7/1/2028	6/30/2029	\$115.76	5.00%	\$110.25	\$121.28
	\$419.84	--	--	7/1/2029	12/31/2030	\$121.55	5.00%	\$115.76	\$127.34
LS Party Chief** (Non-Exempt)	\$314.01	\$364.01	\$414.01	7/1/2025	6/30/2026	\$72.76			
	\$329.71	\$382.21	\$434.71	7/1/2026	6/30/2027	\$76.40	5.00%	\$85.00	\$100.00
	\$346.19	\$401.32	\$456.44	7/1/2027	6/30/2028	\$80.22	5.00%	\$89.25	\$105.00
	\$363.50	\$421.38	\$479.26	7/1/2028	6/30/2029	\$84.23	5.00%	\$93.71	\$110.25
	\$381.68	\$442.45	\$503.23	7/1/2029	12/31/2030	\$88.44	5.00%	\$98.40	\$115.76
Party Chief* (Non-Exempt)	\$219.80	\$254.80	\$289.80	7/1/2025	6/30/2026	\$64.01			
	\$230.79	\$267.54	\$304.29	7/1/2026	6/30/2027	\$67.21	5.00%	\$64.01	\$70.00
	\$242.33	\$280.92	\$319.51	7/1/2027	6/30/2028	\$70.57	5.00%	\$67.21	\$73.50
	\$254.45	\$294.97	\$335.48	7/1/2028	6/30/2029	\$74.10	5.00%	\$70.57	\$77.18
	\$267.17	\$309.72	\$352.26	7/1/2029	12/31/2030	\$77.80	5.00%	\$74.10	\$81.03
Prevailing Wage Staff	\$381.68	\$442.45	\$503.23	7/1/2029	12/31/2030	\$88.44	5.00%	\$77.80	\$85.09

Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT (1.5x)	OT (2x)	From	To				
Chainman** (Non-Exempt) Prevailing Wage Staff	\$191.54	\$222.04	\$252.54	7/1/2025	6/30/2026	\$56.78		\$56.78	\$61.00
	\$201.12	\$233.15	\$265.17	7/1/2026	6/30/2027	\$59.62	5.00%	\$59.62	\$64.05
	\$211.18	\$244.80	\$278.43	7/1/2027	6/30/2028	\$62.60	5.00%	\$62.60	\$67.25
	\$221.74	\$257.04	\$292.35	7/1/2028	6/30/2029	\$65.73	5.00%	\$65.73	\$70.62
	\$232.82	\$269.90	\$306.97	7/1/2029	12/31/2030	\$69.02	5.00%	\$69.02	\$74.15
Apprentice G** (Non-Exempt) Prevailing Wage Staff	\$172.70	\$200.20	\$227.70	7/1/2025	6/30/2026	\$45.42		\$45.42	\$55.00
	\$181.34	\$210.21	\$239.09	7/1/2026	6/30/2027	\$47.69	5.00%	\$47.69	\$57.75
	\$190.41	\$220.72	\$251.04	7/1/2027	6/30/2028	\$50.08	5.00%	\$50.08	\$60.64
	\$199.93	\$231.76	\$263.60	7/1/2028	6/30/2029	\$52.58	5.00%	\$52.58	\$63.67
	\$209.92	\$243.35	\$276.77	7/1/2029	12/31/2030	\$55.21	5.00%	\$55.21	\$66.85
Apprentice F** (Non-Exempt) Prevailing Wage Staff	\$157.00	\$182.00	\$207.00	7/1/2025	6/30/2026	\$42.59		\$42.59	\$50.00
	\$164.85	\$191.10	\$217.35	7/1/2026	6/30/2027	\$44.72	5.00%	\$44.72	\$52.50
	\$173.10	\$200.66	\$228.22	7/1/2027	6/30/2028	\$46.96	5.00%	\$46.96	\$55.13
	\$181.75	\$210.69	\$239.63	7/1/2028	6/30/2029	\$49.30	5.00%	\$49.30	\$57.88
	\$190.84	\$221.23	\$251.61	7/1/2029	12/31/2030	\$51.77	5.00%	\$51.77	\$60.78
Apprentice E** (Non-Exempt) Prevailing Wage Staff	\$144.44	\$167.44	\$190.44	7/1/2025	6/30/2026	\$39.75		\$39.75	\$46.00
	\$151.66	\$175.81	\$199.96	7/1/2026	6/30/2027	\$41.74	5.00%	\$41.74	\$48.30
	\$159.25	\$184.61	\$209.96	7/1/2027	6/30/2028	\$43.82	5.00%	\$43.82	\$50.72
	\$167.21	\$193.84	\$220.46	7/1/2028	6/30/2029	\$46.02	5.00%	\$46.02	\$53.25
	\$175.57	\$203.53	\$231.48	7/1/2029	12/31/2030	\$48.32	5.00%	\$48.32	\$55.91
Apprentice D** (Non-Exempt) Prevailing Wage Staff	\$138.16	\$160.16	\$182.16	7/1/2025	6/30/2026	\$36.91		\$36.91	\$44.00
	\$145.07	\$168.17	\$191.27	7/1/2026	6/30/2027	\$38.76	5.00%	\$38.76	\$46.20
	\$152.32	\$176.58	\$200.83	7/1/2027	6/30/2028	\$40.69	5.00%	\$40.69	\$48.51
	\$159.94	\$185.41	\$210.88	7/1/2028	6/30/2029	\$42.73	5.00%	\$42.73	\$50.94
	\$167.94	\$194.68	\$221.42	7/1/2029	12/31/2030	\$44.86	5.00%	\$44.86	\$53.48
Apprentice C** (Non-Exempt) Prevailing Wage Staff	\$125.60	\$145.60	\$165.60	7/1/2025	6/30/2026	\$34.07		\$34.07	\$40.00
	\$131.88	\$152.88	\$173.88	7/1/2026	6/30/2027	\$35.77	5.00%	\$35.77	\$42.00
	\$138.48	\$160.53	\$182.58	7/1/2027	6/30/2028	\$37.56	5.00%	\$37.56	\$44.10
	\$145.40	\$168.55	\$191.71	7/1/2028	6/30/2029	\$39.44	5.00%	\$39.44	\$46.31
	\$152.67	\$176.98	\$201.29	7/1/2029	12/31/2030	\$41.41	5.00%	\$41.41	\$48.62
Apprentice B** (Non-Exempt) Prevailing Wage Staff	\$100.48	\$116.48	\$132.48	7/1/2025	6/30/2026	\$28.39		\$28.39	\$32.00
	\$105.51	\$122.31	\$139.11	7/1/2026	6/30/2027	\$29.81	5.00%	\$29.81	\$33.60
	\$110.78	\$128.42	\$146.06	7/1/2027	6/30/2028	\$31.30	5.00%	\$31.30	\$35.28
	\$116.32	\$134.84	\$153.36	7/1/2028	6/30/2029	\$32.86	5.00%	\$32.86	\$37.04
	\$122.14	\$141.58	\$161.03	7/1/2029	12/31/2030	\$34.51	5.00%	\$34.51	\$38.90
Apprentice A** (Non-Exempt) Prevailing Wage Staff	\$94.20	\$109.20	\$124.20	7/1/2025	6/30/2026	\$25.55		\$25.55	\$30.00
	\$98.91	\$114.66	\$130.41	7/1/2026	6/30/2027	\$26.83	5.00%	\$26.83	\$31.50
	\$103.86	\$120.39	\$136.93	7/1/2027	6/30/2028	\$28.17	5.00%	\$28.17	\$33.08
	\$109.05	\$126.41	\$143.78	7/1/2028	6/30/2029	\$29.58	5.00%	\$29.58	\$34.73
	\$114.50	\$132.74	\$150.97	7/1/2029	12/31/2030	\$31.06	5.00%	\$31.06	\$36.47

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Lam Le Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 7/29/2025

Email: lam@cl-survey.com Phone Number: 909-484-4200

Address: 400 E Rincon St., Ste 202, Corona, CA 92879

* 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.

List services the consultant is providing under the proposed contract:

Land Surveying

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant Monument ROW Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	103.26% Combined ICR %
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A
FEE		=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Maximum 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			
Joey Mendoza Principal (Exempt)	\$249.12	--	--	7/1/2025	6/30/2026	\$111.42		Not Applicable
	\$261.58	--	--	7/1/2026	6/30/2027	\$116.99	5.00%	
	\$274.65	--	--	7/1/2027	6/30/2028	\$122.84	5.00%	
	\$288.39	--	--	7/1/2028	6/30/2029	\$128.98	5.00%	
	\$302.81	--	--	7/1/2029	12/31/2030	\$135.43	5.00%	
Principal (Exempt)	\$279.48	--	--	7/1/2025	6/30/2026	\$110.00		\$105.00 - \$125.00
	\$293.46	--	--	7/1/2026	6/30/2027	\$115.50	5.00%	\$110.25 \$131.25
	\$308.13	--	--	7/1/2027	6/30/2028	\$121.28	5.00%	\$115.76 \$137.81
	\$323.54	--	--	7/1/2028	6/30/2029	\$127.34	5.00%	\$121.55 \$144.70
	\$339.71	--	--	7/1/2029	12/31/2030	\$133.71	5.00%	\$127.63 \$151.94
Sr Project Manager (Exempt)	\$223.59	--	--	7/1/2025	6/30/2026	\$88.05		\$80.00 - \$100.00
	\$234.77	--	--	7/1/2026	6/30/2027	\$92.45	5.00%	\$84.00 \$105.00
	\$246.50	--	--	7/1/2027	6/30/2028	\$97.08	5.00%	\$88.20 \$110.25
	\$258.83	--	--	7/1/2028	6/30/2029	\$101.93	5.00%	\$92.61 \$115.76
	\$271.77	--	--	7/1/2029	12/31/2030	\$107.03	5.00%	\$97.24 \$121.55
Appraiser (Exempt)	\$279.48	--	--	7/1/2025	6/30/2026	\$120.19		\$100.00 - \$125.00
	\$293.46	--	--	7/1/2026	6/30/2027	\$126.20	5.00%	\$105.00 \$131.25
	\$308.13	--	--	7/1/2027	6/30/2028	\$132.51	5.00%	\$110.25 \$137.81
	\$323.54	--	--	7/1/2028	6/30/2029	\$139.13	5.00%	\$115.76 \$144.70
	\$339.71	--	--	7/1/2029	12/31/2030	\$146.09	5.00%	\$121.55 \$151.94
Project Manager (Exempt)	\$178.87	--	--	7/1/2025	6/30/2026	\$76.92		\$65.00 - \$80.00
	\$187.81	--	--	7/1/2026	6/30/2027	\$80.77	5.00%	\$68.25 \$84.00
	\$197.20	--	--	7/1/2027	6/30/2028	\$84.80	5.00%	\$71.66 \$88.20
	\$207.06	--	--	7/1/2028	6/30/2029	\$89.04	5.00%	\$75.25 \$92.61
	\$217.42	--	--	7/1/2029	12/31/2030	\$93.50	5.00%	\$79.01 \$97.24
Utility Coordination Manager (Exempt)	\$190.05	--	--	7/1/2025	6/30/2026	\$74.52		\$60.00 - \$85.00
	\$199.55	--	--	7/1/2026	6/30/2027	\$78.25	5.00%	\$63.00 \$89.25
	\$209.53	--	--	7/1/2027	6/30/2028	\$82.16	5.00%	\$66.15 \$93.71
	\$220.00	--	--	7/1/2028	6/30/2029	\$86.27	5.00%	\$69.46 \$98.40
	\$231.00	--	--	7/1/2029	12/31/2030	\$90.58	5.00%	\$72.93 \$103.32
Senior Agent (Non Exempt)	\$134.15			7/1/2025	6/30/2026	\$55.29		\$50.00 - \$60.00
	\$140.86			7/1/2026	6/30/2027	\$58.05	5.00%	\$52.50 \$63.00
	\$147.90			7/1/2027	6/30/2028	\$60.96	5.00%	\$55.13 \$66.15
	\$155.30			7/1/2028	6/30/2029	\$64.01	5.00%	\$57.88 \$69.46
	\$163.06			7/1/2029	12/31/2030	\$67.21	5.00%	\$60.78 \$72.93
Agent (Non Exempt)	\$111.79			7/1/2025	6/30/2026	\$39.62		\$35.00 - \$50.00
	\$117.38			7/1/2026	6/30/2027	\$41.60	5.00%	\$36.75 \$52.50
	\$123.25			7/1/2027	6/30/2028	\$43.68	5.00%	\$38.59 \$55.13
	\$129.41			7/1/2028	6/30/2029	\$45.87	5.00%	\$40.52 \$57.88
	\$135.89			7/1/2029	12/31/2030	\$48.16	5.00%	\$42.54 \$60.78

Name/Job Title/Classification ¹	Maximum 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				
Project Coordinator (Non-Exempt)	\$111.79			7/1/2025	6/30/2026	\$43.27		\$35.00	- \$50.00
	\$117.38			7/1/2026	6/30/2027	\$45.43	5.00%	\$36.75	\$52.50
	\$123.25			7/1/2027	6/30/2028	\$47.71	5.00%	\$38.59	\$55.13
	\$129.41			7/1/2028	6/30/2029	\$50.09	5.00%	\$40.52	\$57.88
	\$135.89			7/1/2029	12/31/2030	\$52.59	5.00%	\$42.54	\$60.78
Project Support Specialist (Non Exempt)	\$89.43			7/1/2025	6/30/2026	\$29.62		\$28.00	- \$40.00
	\$93.91			7/1/2026	6/30/2027	\$31.10	5.00%	\$29.40	\$42.00
	\$98.60			7/1/2027	6/30/2028	\$32.66	5.00%	\$30.87	\$44.10
	\$103.53			7/1/2028	6/30/2029	\$34.29	5.00%	\$32.41	\$46.31
	\$108.71			7/1/2029	12/31/2030	\$36.00	5.00%	\$34.03	\$48.62
Project Controller (Non Exempt)	\$122.97			7/1/2025	6/30/2026	\$45.91		\$40.00	- \$55.00
	\$129.12			7/1/2026	6/30/2027	\$48.21	5.00%	\$42.00	\$57.75
	\$135.58			7/1/2027	6/30/2028	\$50.62	5.00%	\$44.10	\$60.64
	\$142.36			7/1/2028	6/30/2029	\$53.15	5.00%	\$46.31	\$63.67
	\$149.47			7/1/2029	12/31/2030	\$55.80	5.00%	\$48.62	\$66.85
Senior Analyst (Non Exempt)	\$156.51			7/1/2025	6/30/2026	\$63.65		\$55.00	- \$70.00
	\$164.34			7/1/2026	6/30/2027	\$66.83	5.00%	\$57.75	\$73.50
	\$172.55			7/1/2027	6/30/2028	\$70.17	5.00%	\$60.64	\$77.18
	\$181.18			7/1/2028	6/30/2029	\$73.68	5.00%	\$63.67	\$81.03
	\$190.24			7/1/2029	12/31/2030	\$77.37	5.00%	\$66.85	\$85.09
Analyst (Non Exempt)	\$122.97			7/1/2025	6/30/2026	\$42.26		\$35.00	- \$55.00
	\$129.12			7/1/2026	6/30/2027	\$44.37	5.00%	\$36.75	\$57.75
	\$135.58			7/1/2027	6/30/2028	\$46.59	5.00%	\$38.59	\$60.64
	\$142.36			7/1/2028	6/30/2029	\$48.92	5.00%	\$40.52	\$63.67
	\$149.47			7/1/2029	12/31/2030	\$51.37	5.00%	\$42.54	\$66.85

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
2. The cost proposal format shall not be amended.
3. Billing rate = (actual hourly rate *(1+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

COST PROPOSAL

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

Subconsultant: Monument ROW Prime Consultant Subconsultant

Project No. _____ Contract No. _____

Date: 7/21/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	MI	IRS Std Rate	
Equipment Rental and Supplies	TBD			Actual
Permit Fees	TBD			Actual
Test	TBD			Actual
Vehicle (Rental Car)	TBD			Actual
Overnight Delivery	TBD			Actual
Outside Reproduction	TBD			Actual
Title Reports	TBD			Actual
Appraisals	TBD			Actual
Appraisal review	TBD			Actual
Subtotal				\$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

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.

COST PROPOSAL

Certification of Direct Costs:

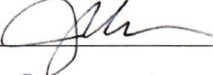
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 7/16/2025

Email: jmendoza@monumentrow.com Phone Number: 949.378.0687

Address: 200 Spectrum Center, Suite 300, Irvine CA 92618

* 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,

List services the consultant is providing under the proposed contract:

Right of Way Acquisition Support and Utility Coordination

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant Value Management Strategies, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	256.53% Combined ICR %
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OR

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

	FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum 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				
CVS Team Leader (Exempt)	\$440.46	--	--	7/1/2025	6/30/2026	\$88.61		\$64.90	\$112.31
	\$462.48	--	--	7/1/2026	6/30/2027	\$93.04	5.00%	\$68.15	\$117.93
	\$485.61	--	--	7/1/2027	6/30/2028	\$97.69	5.00%	\$71.55	\$123.82
	\$509.89	--	--	7/1/2028	6/30/2029	\$102.57	5.00%	\$75.13	\$130.01
	\$535.38	--	--	7/1/2029	12/31/2030	\$107.70	5.00%	\$78.89	\$136.51
Assistant Team Leader (Exempt)	\$197.46	--	--	7/1/2025	6/30/2026	\$42.00		\$33.65	\$50.35
	\$207.34	--	--	7/1/2026	6/30/2027	\$44.10	5.00%	\$35.33	\$52.87
	\$217.70	--	--	7/1/2027	6/30/2028	\$46.31	5.00%	\$37.10	\$55.51
	\$228.59	--	--	7/1/2028	6/30/2029	\$48.62	5.00%	\$38.95	\$58.29
	\$240.02	--	--	7/1/2029	12/31/2030	\$51.05	5.00%	\$40.90	\$61.20
Quality Manager (Exempt)	\$152.44	--	--	7/1/2025	6/30/2026	\$34.71		\$30.54	\$38.87
	\$160.06	--	--	7/1/2026	6/30/2027	\$36.44	5.00%	\$32.07	\$40.81
	\$168.07	--	--	7/1/2027	6/30/2028	\$38.26	5.00%	\$33.67	\$42.85
	\$176.47	--	--	7/1/2028	6/30/2029	\$40.18	5.00%	\$35.35	\$45.00
	\$185.29	--	--	7/1/2029	12/31/2030	\$42.18	5.00%	\$37.12	\$47.25
Sr. Project Coordinator (Exempt)	\$259.00	--	--	7/1/2025	6/30/2026	\$66.04		\$66.04	\$66.04
	\$271.95	--	--	7/1/2026	6/30/2027	\$69.34	5.00%	\$69.34	\$69.34
	\$285.54	--	--	7/1/2027	6/30/2028	\$72.81	5.00%	\$72.81	\$72.81
	\$299.82	--	--	7/1/2028	6/30/2029	\$76.45	5.00%	\$76.45	\$76.45
	\$314.81	--	--	7/1/2029	12/31/2030	\$80.27	5.00%	\$80.27	\$80.27
Project Coordinator (Exempt)	\$229.31	--	--	7/1/2025	6/30/2026	\$43.88		\$29.28	\$58.47
	\$240.77	--	--	7/1/2026	6/30/2027	\$46.07	5.00%	\$30.74	\$61.39
	\$252.81	--	--	7/1/2027	6/30/2028	\$48.37	5.00%	\$32.28	\$64.46
	\$265.45	--	--	7/1/2028	6/30/2029	\$50.79	5.00%	\$33.90	\$67.69
	\$278.73	--	--	7/1/2029	12/31/2030	\$53.33	5.00%	\$35.59	\$71.07

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). 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.

COST PROPOSAL

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

Subconsultant: Value Management Strate Prime Consultant Subconsultant

Project No. _____ Contract No. _____

Date: 7/21/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	MI	IRS Std Rate	
Equipment Rental and Supplies	TBD			Actual
Permit Fees	TBD			Actual
Test	TBD			Actual
Vehicle (Rental Car)	TBD			Actual
Overnight Delivery	TBD			Actual
Outside Reproduction	TBD			Actual
Travel/Per Diem	TBD		Per Caltrans Travel Policy	Actual
Subtotal				\$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

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.

COST PROPOSAL

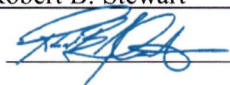
Certification of Direct Costs:

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Robert B. Stewart Title *: President/CEO
 Signature :  Date of Certification (mm/dd/yyyy): 07/16/2025
 Email: rob.stewart@vms-inc.com Phone Number: 760-741-5518
 Address: 350 W. Fifth Avenue, Suite 330, Escondido, CA 92025

* 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.

List services the consultant is providing under the proposed contract:

Value Analysis

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant JLC Engineering & Consulting Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	120.00% Combined ICR %
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Home Office ICR %
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Field Office ICR %
FEE		=	10.00%

Per Caltrans ICR Audit, the SHR is eligible until 8/31/28. Effective 9/01/28, consultant will need to provide a current ICR.

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Maximum 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				
Joseph Castaneda Principal /Project Manager *	\$218.65	--	--	7/1/2025	6/30/2026	\$90.35		Not Applicable	
	\$229.58	--	--	7/1/2026	6/30/2027	\$94.87	5.00%		
	\$241.06	--	--	7/1/2027	6/30/2028	\$99.61	5.00%		
	\$253.11	--	--	7/1/2028	6/30/2029	\$104.59	5.00%		
	\$265.77	--	--	7/1/2029	12/31/2030	\$109.82	5.00%		
Jacob Castaneda Project Engineer	\$166.98	--	--	7/1/2025	6/30/2026	\$69.00		Not Applicable	
	\$175.33	--	--	7/1/2026	6/30/2027	\$72.45	5.00%		
	\$184.10	--	--	7/1/2027	6/30/2028	\$76.07	5.00%		
	\$193.30	--	--	7/1/2028	6/30/2029	\$79.88	5.00%		
	\$202.97	--	--	7/1/2029	12/31/2030	\$83.87	5.00%		
Principal /Project Manager	\$254.10	--	--	7/1/2025	6/30/2026	\$90.00		\$85.00 - \$105.00	
	\$266.81	--	--	7/1/2026	6/30/2027	\$94.50	5.00%	\$89.25 - \$110.25	
	\$280.15	--	--	7/1/2027	6/30/2028	\$99.23	5.00%	\$93.71 - \$115.76	
	\$294.15	--	--	7/1/2028	6/30/2029	\$104.19	5.00%	\$98.40 - \$121.55	
	\$308.86	--	--	7/1/2029	12/31/2030	\$109.40	5.00%	\$103.32 - \$127.63	
Project Engineer	\$193.60	--	--	7/1/2025	6/30/2026	\$70.00		\$65.00 - \$80.00	
	\$203.28	--	--	7/1/2026	6/30/2027	\$73.50	5.00%	\$68.25 - \$84.00	
	\$213.44	--	--	7/1/2027	6/30/2028	\$77.18	5.00%	\$71.66 - \$88.20	
	\$224.12	--	--	7/1/2028	6/30/2029	\$81.03	5.00%	\$75.25 - \$92.61	
	\$235.32	--	--	7/1/2029	12/31/2030	\$85.09	5.00%	\$79.01 - \$97.24	
Design Engineer	\$108.90	--	--	7/1/2025	6/30/2026	\$38.50		\$32.00 - \$45.00	
	\$114.35	--	--	7/1/2026	6/30/2027	\$40.43	5.00%	\$33.60 - \$47.25	
	\$120.06	--	--	7/1/2027	6/30/2028	\$42.45	5.00%	\$35.28 - \$49.61	
	\$126.07	--	--	7/1/2028	6/30/2029	\$44.57	5.00%	\$37.04 - \$52.09	
	\$132.37	--	--	7/1/2029	12/31/2030	\$46.80	5.00%	\$38.90 - \$54.70	

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+ (Combined ICR+FCCM))) + (actual hourly rate *(1+Combined ICR)* Fee)). Profit/Fee is not applied to FCCM. 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.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Joseph L. Castaneda Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 8/1/2025

Email: joe@jlcengineering.com Phone Number: 951.304.9552

Address: 41660 Ivy Street, Suite D

* 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.

List services the consultant is providing under the proposed contract:

Drainage, Water Quality

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant R2S Consulting Group, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	120.00% (SHR)
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %		Per Caltrans ICR Audit, the SHR is eligible until 8/31/27. Effective 9/01/27, consultant will need to provide a current ICR.
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	
FEE		=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Maximum Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Ava. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Khalid Nasim * Senior Project Manager (Exempt)	\$290.40	--	--	7/1/2025	6/30/2026	\$120.00		Not Applicable
	\$304.92	--	--	7/1/2026	6/30/2027	\$126.00	5.00%	
	\$320.17	--	--	7/1/2027	6/30/2028	\$132.30	5.00%	
	\$336.17	--	--	7/1/2028	6/30/2029	\$138.92	5.00%	
	\$352.98	--	--	7/1/2029	12/31/2030	\$145.86	5.00%	
Senior Project Manager (Exempt)	\$314.60	--	--	7/1/2025	6/30/2026	\$117.50		\$105.00 - \$130.00
	\$330.33	--	--	7/1/2026	6/30/2027	\$123.38	5.00%	\$110.25 \$136.50
	\$346.85	--	--	7/1/2027	6/30/2028	\$129.54	5.00%	\$115.76 \$143.33
	\$364.19	--	--	7/1/2028	6/30/2029	\$136.02	5.00%	\$121.55 \$150.49
	\$382.40	--	--	7/1/2029	12/31/2030	\$142.82	5.00%	\$127.63 \$158.02
Project Manager (Exempt)	\$254.10	--	--	7/1/2025	6/30/2026	\$97.50		\$90.00 - \$105.00
	\$266.81	--	--	7/1/2026	6/30/2027	\$102.38	5.00%	\$94.50 \$110.25
	\$280.15	--	--	7/1/2027	6/30/2028	\$107.49	5.00%	\$99.23 \$115.76
	\$294.15	--	--	7/1/2028	6/30/2029	\$112.87	5.00%	\$104.19 \$121.55
	\$308.86	--	--	7/1/2029	12/31/2030	\$118.51	5.00%	\$109.40 \$127.63
Senior Engineer (Exempt)	\$217.80	--	--	7/1/2025	6/30/2026	\$82.50		\$75.00 - \$90.00
	\$228.69	--	--	7/1/2026	6/30/2027	\$86.63	5.00%	\$78.75 \$94.50
	\$240.12	--	--	7/1/2027	6/30/2028	\$90.96	5.00%	\$82.69 \$99.23
	\$252.13	--	--	7/1/2028	6/30/2029	\$95.50	5.00%	\$86.82 \$104.19
	\$264.74	--	--	7/1/2029	12/31/2030	\$100.28	5.00%	\$91.16 \$109.40

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Khalid Nasim Title *: President
Signature : *Khalid Nasim* Date of Certification (mm/dd/yyyy): 07/14/2025
Email: knasim@r2s-consulting.com Phone Number: (951)237-6516
Address: 1841 Willowbluff Drive, Corona, CA 92883

* 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.

List services the consultant is providing under the proposed contract:

Constructability Review, Technical Advisor
--

COST PROPOSAL

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

Note: Mark-ups are Not Allowed.

Consultant Frontier Engineering Group Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ less than \$500,000 Date: 7/21/2025

For Combined Rate	Fringe Benefit % + General & Administrative %	=	120.00% Combined ICR %
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Per Caltrans ICR Audit, the SHR is eligible until 8/31/28. Effective 9/01/28, consultant will need to provide a current ICR.
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A Field Office ICR %
FEE		=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Maximum 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			
Khaled Allam Senior Project Manager (Key personnel) * (Exempt)	\$262.57	--	--	7/1/2025	6/30/2026	\$108.50		Not Applicable
	\$275.70	--	--	7/1/2026	6/30/2027	\$113.93	5.00%	
	\$289.48	--	--	7/1/2027	6/30/2028	\$119.62	5.00%	
	\$303.96	--	--	7/1/2028	6/30/2029	\$125.60	5.00%	
	\$319.16	--	--	7/1/2029	12/31/2030	\$131.88	5.00%	
Structural Engineer (Exempt)	\$242.00	--	--	7/1/2025	6/30/2026	\$90.00		\$80.00 - \$100.00
	\$254.10	--	--	7/1/2026	6/30/2027	\$94.50	5.00%	\$84.00 \$105.00
	\$266.81	--	--	7/1/2027	6/30/2028	\$99.23	5.00%	\$88.20 \$110.25
	\$280.15	--	--	7/1/2028	6/30/2029	\$104.19	5.00%	\$92.61 \$115.76
	\$294.15	--	--	7/1/2029	12/31/2030	\$109.40	5.00%	\$97.24 \$121.55
CAD Designer (Exempt)	\$133.10	--	--	7/1/2025	6/30/2026	\$50.00		\$45.00 - \$55.00
	\$139.76	--	--	7/1/2026	6/30/2027	\$52.50	5.00%	\$47.25 \$57.75
	\$146.74	--	--	7/1/2027	6/30/2028	\$55.13	5.00%	\$49.61 \$60.64
	\$154.08	--	--	7/1/2028	6/30/2029	\$57.88	5.00%	\$52.09 \$63.67
	\$161.78	--	--	7/1/2029	12/31/2030	\$60.78	5.00%	\$54.70 \$66.85

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+Combined ICR)*(1+Fee)) + (actual hourly rate * FCCM). Profit/Fee is not applied to FCCM. 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
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with

Prime Consultant or Subconsultant Certifying:

Name: Khaled Allam Title *: President

Signature : *Khaled Allam* Date of Certification (mm/dd/yyyy): 07/21/2025

Email: kallam@frontierecmg.com Phone Number: (949) 981-1019

Address: 2111 Business Center Dr., Irvine CA 92612

* 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.

List services the consultant is providing under the proposed contract:

Bridge and Roadway Design

ATTACHMENT D • TITLE VI ASSURANCES

ARTICLE DI • INTRODUCTION

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

ARTICLE DII • CLAUSES

CLAUSE A

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

- 1 c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations
2 either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a
3 Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant
4 or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement
5 and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- 6 d. Information and Reports: CONSULTANT shall provide all information and reports required by the
7 REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records,
8 accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA
9 to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information
10 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
11 information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth
12 what efforts CONSULTANT has made to obtain the information.
- 13 e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination
14 provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may
15 determine to be appropriate, including, but not limited to:
- 16 i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time,
17 not to exceed 90 days; and/or
- 18 ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- 19 f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in
20 every sub-agreement, including procurements of materials and leases of equipment, unless exempt by
21 the REGULATIONS, or directives issued pursuant thereto.

22 CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or
23 FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided,
24 however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-
25 applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such
26 litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States
27 to enter into such litigation to protect the interests of the United States.

1 **CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

2 The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or
3 improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance
4 4:

5 **NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that
6 the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title
7 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures
8 prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all
9 requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle
10 A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department
11 of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78
12 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the
13 recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described
14 in Exhibit A attached hereto and made a part hereof.

15
16 **(HABENDUM CLAUSE)**

17 **TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever,
18 subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows,
19 which will remain in effect for the period during which the real property or structures are used for a purpose for
20 which Federal financial assistance is extended or for another purpose involving the provision of similar
21 services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in
22 consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a
23 covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of
24 race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise
25 subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands
26 hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands
27 so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal
28 Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-
29 discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of

1 the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of
2 breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter
3 or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon
4 revert to and vest in and become the absolute property of the U.S. Department of Transportation and its
5 assigns as such interest existed prior to this instruction].*

6
7 (*Reverter clause and related language to be used only when it is determined that such a clause is necessary
8 in order to make clear the purpose of Title VI.)
9

10 **CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE**
11 **ACTIVITY, FACILITY, OR PROGRAM**

12 The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by
13 the recipient pursuant to the provisions of Assurance 7(a):

14 A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal
15 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
16 covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- 17 1. In the event facilities are constructed, maintained, or otherwise operated on the property
18 described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of
19 Transportation activity, facility, or program is extended or for another purpose involving the
20 provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will
21 maintain and operate such facilities and services in compliance with all requirements imposed by
22 the Acts and Regulations (as may be amended) such that no person on the grounds of race,
23 color, or national origin, will be excluded from participation in, denied the benefits of, or be
24 otherwise subjected to discrimination in the use of said facilities.

25 B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-
26 discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and
27 to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease,
28 license, permit, etc.) had never been made or issued.*

29 C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the

1 recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described
2 lands and facilities will there upon revert to and vest in and become the absolute property of the recipient
3 and its assigns.*

4 (*Reverter clause and related language to be used only when it is determined that such a clause is
5 necessary to make clear the purpose of Title VI.)

6
7 **CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**
8 **ACTIVITY, FACILITY OR PROGRAM**

9 The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into
10 by the recipient pursuant to the provisions of Assurance 7(b):

- 11 A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal
12 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
13 covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1)
14 no person on the ground of race, color, or national origin, will be excluded from participation in, denied
15 the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the
16 construction of any improvements on, over, or under such land, and the furnishings of services thereon,
17 no person on the ground of race, color, or national origin, will be excluded from participation in, denied
18 the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee,
19 permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant
20 to the Acts and Regulations, as amended, set forth in this Assurance.
- 21 B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above
22 Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as
23 appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the
24 same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- 25 C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the
26 recipient will there upon revert to and vest in and become the absolute property of the recipient and its
27 assigns.

1 **CLAUSE E:**

2 During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest
3 (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes
4 and authorities, including, but not limited to:

5 **Pertinent Non-Discrimination Authorities:**

- 6 • Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination
7 on the basis of race, color, national origin); and 49 CFR Part 21.
- 8 • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §
9 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of
10 Federal or Federal-aid programs and projects);
- 11 • Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- 12 • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits
13 discrimination on the basis of disability); and 49 CR Part 27;
- 14 • The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on
15 the basis of age);
- 16 • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits
17 discrimination based on race, creed, color, national origin, or sex);
- 18 • The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability
19 of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the
20 Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all
21 of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such
22 programs or activities are Federally funded or not);
- 23 • Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability
24 in the operation of public entities, public and private transportation systems, places of public
25 accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by
26 Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- 27 • The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits
28 discrimination on the basis of race, color, national origin, and sex);
- 29 • Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and

Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

1 Low-Income Populations, which ensures discrimination against minority populations by discouraging
2 programs, policies, and activities with disproportionately high and adverse human health or environmental
3 effects on minority and low-income populations;

- 4 • Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
5 resulting agency guidance, national origin discrimination includes discrimination because of Limited
6 English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure
7 that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 8 • Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating
9 because of sex in education programs or activities (20 U.S.C.1681 et seq).

Contract No.: 25-11-003
Termination Date: 12/15/2030
Amount Authorized: \$2,500,000
Federal Funding: [Yes]
State Funding: [Yes]

ON-CALL SERVICES AGREEMENT

for

**Engineering and Environmental Services for Bridge, Structure,
Interchange, and Roadway Projects**

between

County of Riverside • Transportation Department

and

Moffatt & Nichol



JAN 13 2026

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ATTACHMENTS

In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.

Scope of ServicesA1
Schedule of ServicesB1
Compensation PlanC1
Title VI AssurancesD1

ARTICLE I INTRODUCTION

A. This On-Call Services Agreement (hereinafter referred to as "Agreement") is entered into this 17 day of November, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and Moffatt & Nichol, a California Corporation, (hereinafter referred to as "CONSULTANT").

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

The CONSULTANT Project Manager shall be:

Farinaz Jalaie, PE

Located at:

555 Anton Boulevard, Suite 400, Costa Mesa, CA 92626

The COUNTY Contract Administrator shall be:

Umer Ahmed, PE

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 Period.

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

D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. During the term of this Agreement and for one (1) year thereafter, CONSULTANT shall not solicit or encourage any employee, vendor or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the designation of

1 tasks to be performed and the results to be accomplished.

2 F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction,
3 supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless
4 from any and all claims that may be made against COUNTY based upon any contention by any third party that
5 an employer-employee relationship exists by reason of this Agreement.

6 G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT
7 either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any work,
8 without the prior written approval of the COUNTY.

9 H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and
10 subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same
11 manner as persons directly employed by CONSULTANT.

12 I. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by
13 the authorized representatives of both parties; and no oral understanding or agreement not incorporated herein,
14 shall be binding on any of the parties hereto.

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

18 K. COUNTY is designated as the lead agency for each project set forth in each Task Order and is working
19 cooperatively with other agencies in the effort to complete the projects.

20 L. Other public agencies that may be involved with the projects including, but not limited to cooperative, funding,
21 reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as
22 the "AGENCIES":

- 23 • Various federal, state, and/or local agencies which may include but not be limited to railroad companies,
24 utility companies, federal agencies, appraisal companies, Federal Highway Administration, Regional
25 Water Quality Control Board, Caltrans and Relevant Cities.

26 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

27 A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY,
28 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All
29 work objectives, CONSULTANT's work schedule, the terms of the Agreement and any other related issues will

1 be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes
2 as appropriate. Progress reporting shall conform with the contract administration requirements of the
3 COUNTY's Consulting Services Manual including providing updated copies of the following documents at each
4 project coordination meeting:

- 5 • Meeting Agendas
- 6 • Meeting Sign-in Sheets
- 7 • Meeting Minutes (Prior Meeting)
- 8 • Action Items Tracking List
- 9 • Deliverables Tracking List
- 10 • Schedule Summary

- 11 B. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order.
12 These reports shall be submitted at least once a month. The report should be sufficiently detailed for the
13 COUNTY Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on
14 schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special
15 problems encountered, so remedies can be developed.
- 16 C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss
17 progress on the project(s).

18 **ARTICLE III STATEMENT OF WORK**

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

23 **ARTICLE IV PERFORMANCE PERIOD**

- 24 A. This Agreement shall go into effect upon the execution of this Agreement by both parties, and CONSULTANT
25 shall commence work after written notification to proceed by COUNTY Contract Administrator. The Agreement
26 shall end on December 15, 2030, unless extended by a written amendment signed by the authorized
27 representatives of both parties.
- 28 B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the
29 Agreement is fully executed and approved by COUNTY.

1 C. The period of performance for each specific project shall be in accordance with the Task Order for that project
2 and Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference. If
3 work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this
4 Agreement shall be extended by a written amendment signed by the authorized representatives of both parties
5 prior to the expiration of the period of performance to cover the time needed to complete the Task Order in
6 progress only. An amendment extending the period of performance of this Agreement to cover the time needed
7 to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the
8 COUNTY Board of Supervisors.

9 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

10 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's
11 approved Compensation Plan set forth in Attachment C, Compensation Plan, which is attached hereto and
12 incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits,
13 prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the period of
14 performance set forth in this Agreement.

15 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
16 in the approved Compensation Plan and identified in the executed Task Order.

17 C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

18 D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft
19 Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results,
20 project deliverables, period of performance, project schedule and will designate the COUNTY Contract
21 Administrator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return
22 the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of
23 the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee
24 if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the
25 finalized Task Order shall be signed by the authorized representatives of both COUNTY and CONSULTANT.
26 Task Orders may be executed by the Director of Transportation if authorized by the COUNTY Board of
27 Supervisors.

28 E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both
29 of which must be based on the labor and other rates set forth in CONSULTANT's approved Compensation

Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

1 Plan. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not
2 limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations.
3 CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the
4 period of performance of the Agreement.

5 F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved
6 Compensation Plan. CONSULTANT will be responsible for transportation and subsistence costs in excess of
7 State rates.

8 G. When milestone cost estimates are included in the approved Compensation Plan, CONSULTANT shall obtain
9 prior written approval in the form of a written amendment signed by the authorized representatives of both
10 parties for a revised milestone cost estimate from the COUNTY Contract Administrator before exceeding such
11 estimate.

12 H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual
13 costs incurred.

14 I. CONSULTANT shall not commence performance of work or services until this Agreement has been approved
15 by COUNTY and notification to proceed has been issued by COUNTY Contract Administrator. No payment will
16 be made prior to approval or for any work performed prior to approval of this Agreement.

17 J. 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 project and work shall not commence until a Task Order for
19 that project has been executed by COUNTY.

20 K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY
21 Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for
22 all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days
23 after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices
24 shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the
25 format stipulated for the approved Compensation Plan using the Project-Specific & Multi-Phase Contract
26 Invoice Templates provided in the COUNTY Consulting Services Manual and shall reference this Agreement
27 number, project title and Task Order number. Credits due COUNTY that include any equipment purchased
28 under the provisions of Article XI Equipment Purchase and Other Capital Expenditures, must be reimbursed by
29 CONSULTANT prior to the expiration or termination of this Agreement. Final invoice must contain the final cost

1 and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment
2 Purchase and Other Capital Expenditures of this Agreement. The final invoice shall be submitted within sixty
3 (60) calendar days after completion of CONSULTANT's work. **Final invoices not submitted within sixty (60)**
4 **calendar days after completion of CONSULTANT's work will not be paid.** Invoices shall be mailed to
5 COUNTY Contract Administrator at the address provided in Article I, paragraph B.

6 L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order and
7 Attachment B, Schedule of Services. No Task Order will be written which extends beyond the expiration date
8 of this Agreement.

9 M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in
10 the Task Order, unless authorized by a written amendment signed by the authorized representatives of both
11 parties.

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

14 O. Task Orders may not be used to amend the language (or the terms) of this Agreement nor to exceed the scope
15 of services under this Agreement.

16 P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed
17 \$2,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar
18 amount will be authorized under this Agreement through Task Orders.

19 Q. The services included under the terms of this Agreement are funded in whole or in part as noted below:

20 Federal funds: are included are not included

21 State funds: are included are not included

22 **ARTICLE VI TERMINATION**

23 A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar
24 days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of COUNTY's
25 termination. Upon termination, COUNTY may proceed with the work in any manner deemed proper by
26 COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals,
27 inventories, studies, analyses, drawings and date estimates performed to that date, whether complete or not.

28 B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that
29 CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary

1 suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend
2 its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of
3 termination.

4 C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY
5 for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY
6 may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due
7 to COUNTY from CONSULTANT is determined.

8 D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this
9 Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the
10 Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this
11 Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

12 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

13 A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to
14 determine the allowability of individual terms of cost.

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

17 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
18 unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

19 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

20 The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books,
21 documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other
22 evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the
23 Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and
24 materials available at their respective offices at all reasonable times during the Agreement period and for three (3)
25 years from the date of final payment under the Agreement and records for real property and equipment acquired
26 with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA,
27 or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations
28 (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents
29 of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the

1 Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be
2 furnished if requested without limitation.

3 **ARTICLE IX AUDIT REVIEW PROCEDURES**

4 A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not
5 disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

6 B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by
7 COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
8 writing.

9 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
10 timely performance, in accordance with the terms of this Agreement.

11 D. CONSULTANT and subconsultant agreements, including Cost Proposals and Indirect Cost Rates (ICR), may
12 be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR
13 Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal and
14 ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other
15 related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's
16 responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work
17 papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by
18 CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review
19 recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be
20 incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by
21 CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local
22 governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for
23 termination of this Agreement and disallowance of prior reimbursed costs.

24 E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the
25 Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and
26 approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and
27 approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations
28 included in the management letter or audit recommendations included in the audit report. Refusal by the
29 CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or

1 audit recommendations included in the audit report will be considered a breach of the Agreement terms and
2 cause for termination of the Agreement and disallowance of prior reimbursed costs.

3 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI
4 will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review.
5 Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies
6 significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will
7 reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant
8 ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting
9 Standards), if applicable; in accordance with procedures and guidelines of the American Association of
10 State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and
11 guidelines} is received and approved by IOAI. Accepted rates will be as follows:

- 12 a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed
13 will be ninety percent (90%) of the proposed rate.
- 14 b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%)
15 - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- 16 c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-
17 five percent (75%) of the proposed rate.

18 2. If IOAI is unable to issue a cognizant letter per Article IX.E.1. above, IOAI may require CONSULTANT to
19 submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective
20 date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's
21 and/or the independent CPA's revisions.

22 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if IOAI is still unable to issue
23 a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost
24 reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and
25 set forth in Article IX.E.1. above for all rendered services. In this event, this accepted ICR will become the
26 actual and final ICR for reimbursement purposes under this Agreement.

27 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
28 (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this
29 Agreement has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review

1 letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) days
2 after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other
3 agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with
4 the same fiscal period ICR.

5 **ARTICLE X SUBCONTRACTING**

6 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and
7 any subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations
8 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its
9 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and
10 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its
11 subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the
12 CONSULTANT.

13 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
14 no portion of the work shall be subcontracted without written authorization by COUNTY Contract Administrator,
15 except that which is expressly identified in the CONSULTANT's Cost Proposal.

16 C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this
17 entire Agreement to be applicable to subconsultants unless otherwise noted.

18 D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
19 to CONSULTANT by COUNTY.

20 E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in advance
21 of assigning work to a substitute subconsultant.

22 **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

23 A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT enters
24 into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies,
25 equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or
26 desirability of incurring such costs.

27 B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal
28 and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY Contract Administrator, three
29 competitive quotations must be submitted with the request, or the absence of quotations must be adequately

1 justified.

2 C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

3 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is
4 defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000)
5 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a
6 proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated,
7 CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market
8 value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with
9 established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If
10 CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
11 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be
12 obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to
13 sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

14 2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market
15 value greater than five thousand dollars (\$5,000) is credited to the project.

16 **ARTICLE XII STATE PREVAILING WAGE RATES**

17 A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless
18 registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with
19 DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

20 B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the
21 payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this
22 Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance
23 Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part
24 of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a
25 construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY
26 construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor
27 or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements
28 do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that
29 provide goods and services to the general public.

1 C. General Prevailing Wage Rate Determinations applicable to the projects may also be obtained from the
2 Department of Industrial Relations website at <http://www.dir.ca.gov>.

3 D. Payroll Records

4 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting
5 documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name,
6 address, social security number, work classification, straight time and overtime hours worked each day and
7 week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee
8 employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record
9 shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of
10 the following:

- 11 a. The information contained in the payroll record is true and correct.
- 12 b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any
13 work performed by his or her employees on the public works project.

14 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the
15 CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made
16 available for inspection and copying by COUNTY representatives at all reasonable hours at the principal
17 office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit
18 inspection of its records as follows:

- 19 a. A certified copy of an employee's payroll record shall be made available for inspection or furnished
20 to the employee or the employee's authorized representative on request.
- 21 b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available
22 for inspection or furnished upon request to a representative of COUNTY, the Division of Labor
23 Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial
24 Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement
25 and the Division of Apprenticeship Standards shall not be altered or obliterated by the
26 CONSULTANT.
- 27 c. The public shall not be given access to certified payroll records by the CONSULTANT. The
28 CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract
29 Administrator by both email and regular mail on the business day following receipt of the request.

- 1 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the
2 entity that requested the records within ten (10) calendar days after receipt of a written request.
- 3 4. Any copy of records made available for inspection as copies and furnished upon request to the public or
4 any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure
5 of each individual's name, address, and social security number. The name and address of the
6 CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
- 7 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1)
8 above, including the street address, city and county, and shall, within five (5) working days, provide a notice
9 of a change of location and address.
- 10 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to
11 receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the
12 CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty
13 to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker,
14 until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then
15 due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a
16 subconsultant to comply with this section.

17 E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified
18 payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract
19 Administrator.

20 F. Penalty

- 21 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775.
22 Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a
23 penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each
24 worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which
25 the worker is employed for any public work done under the Agreement by the CONSULTANT or by its
26 subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to
27 1780, inclusive.
- 28 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on
29 consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay

1 the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in
2 meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or
3 subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to
4 pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had
5 knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the
6 appropriate rate, including any escalations that take place during the term of the Agreement.

7 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage
8 rates and the amount paid to each worker for each calendar day or portion thereof for which each worker
9 was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or
10 subconsultant.

11 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per
12 diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties
13 described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay
14 the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply
15 with all of the following requirements:

16 a. The Agreement executed between the CONSULTANT and the subconsultant for the performance
17 of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771,
18 1775, 1776, 1777.5, 1813, and 1815.

19 b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem
20 wages by the subconsultant to the employees by periodic review of the certified payroll records of
21 the subconsultant.

22 c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to
23 the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or
24 rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for
25 work performed on the public works project.

26 d. Prior to making final payment to the subconsultant for work performed on the public works project,
27 the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant
28 that the subconsultant had paid the specified general prevailing rate of per diem wages to the
29 subconsultant's employees on the public works project and any amounts due pursuant to Labor

Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are

1 specified in Labor Code §1777.7.

2 **ARTICLE XIII CONFLICT OF INTEREST**

3 A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent contractors
4 and its subconsultants as well as their respective employees, agents, representatives, or independent
5 contractors to comply with all applicable conflict of interest laws and regulations, including but not limited to the
6 Political Reform Act and California Government Code section 1090. Furthermore, CONSULTANT shall cause
7 itself, its respective employees, agents, representatives, or independent contractors and its subconsultants as
8 well as their respective employees, agents, representatives, or independent contractors to comply with the
9 COUNTY's Conflict of Interest Code. CONSULTANT further agrees to cause itself, its respective employees,
10 agents, representatives, or independent contractors to complete any statements of economic interest if required
11 by COUNTY or State law. Notwithstanding any other provision contained in this Agreement, for a breach or
12 violation of this provision, COUNTY shall have the right to immediately terminate this Agreement without liability
13 and seek any other remedy provided by law or equity or this Agreement.

14 B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other
15 relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing
16 COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial
17 interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

18 C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest
19 that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to
20 advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the
21 date of execution of this Agreement.

22 D. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest
23 that would conflict with the performance of services under this Agreement.

24 E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any
25 subconsultant) shall not be eligible to perform any further phases of the projects or to bid on any construction
26 contract or on any Agreement to provide construction inspection for any construction project resulting from this
27 Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint ownership
28 or otherwise.

29 F. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting the

COUNTY with any portion of the COUNTY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the COUNTY. The COUNTY entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the projects. CONSULTANT's participation in the planning, discussions, or drawings of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with the COUNTY to ensure that all bidders for a subsequent contract on any subsequent phase of a project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this Agreement 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 this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement 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

If Article V.Q identifies that federal funds are used, in whole or in part, to fund the services performed under this Agreement and such federal funding will exceed \$150,000 then compliance with the provisions of Article XV as described below is required. If Article V.Q identifies that services are not funded in whole or in part with federal funds or such federal funding will be less than \$150,000 then compliance with the requirements of Article XV is not required.

A. The 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 the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an

1 officer or employee of Congress, or an employee of a Member of Congress in connection with this
2 Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report
3 Lobbying", in accordance with its instructions.

4 B. This certification is a material representation of fact upon which reliance was placed when this transaction was
5 made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction
6 imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a
7 civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars
8 (\$100,000) for each such failure.

9 C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this
10 certification be included in all lower tier subagreements, which exceed one hundred thousand dollars
11 (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

12 **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

13 A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury
14 under the laws of the State of California that CONSULTANT has, unless exempt, complied with the
15 nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of
16 Regulations (CCR) Section 8103.

17 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the
18 Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,
19 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
20 identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully
21 discriminate, harass, or allow harassment against any employee or applicant for employment because of race,
22 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
23 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military
24 and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
25 employees and applicants for employment are free from such discrimination and harassment.

26 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act
27 (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR Section
28 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards
29 adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and

1 Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections 8100-
2 8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and
4 the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than
5 twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and
6 its facilities as said Department or COUNTY shall require to ascertain compliance with this cause.

7 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor
8 organizations with which they have a collective bargaining or other agreement.

9 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts
10 to perform work under this Agreement.

11 G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the
12 Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal
13 assistance will implement and maintain a policy of nondiscrimination in which no person in the United States
14 shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,
15 denied the benefits of or subject to discrimination under any program or activity by the recipients of federal
16 assistance or their assignees and successors in interest.

17 H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs
18 of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964).
19 Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited
20 by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

21 I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any
22 person the benefits of, or otherwise discriminate against anyone in connection with the award and performance
23 of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

24 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

25 A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the
26 laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of
27 owner, partner, director, officer or manager:

- 28 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by
29 any federal agency;

- 1 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal
- 2 agency within the past three (3) years;
- 3 3. Does not have a proposed debarment pending; and
- 4 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent
- 5 jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- 6 B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in
- 7 denial of recommendation for award but will be considered in determining responsibility. Disclosures must
- 8 indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- 9 C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S.
- 10 General Services Administration are to be determined by the Federal Highway Administration (FHWA).

11 **ARTICLE XVIII INDEMNIFICATION AND INSURANCE**

12 A. Basic Indemnity

- 13 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
- 14 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
- 15 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
- 16 each of their respective directors, members officers, employees, agents, volunteers and representatives
- 17 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission
- 18 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
- 19 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
- 20 respective employees, agents, representatives, or independent contractors.
- 21 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
- 22 actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees
- 23 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,
- 24 arbitrator and arbitration fees and mediator and mediation fees.
- 25 3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
- 26 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors
- 27 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
- 28 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant to
- 29 this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for

1 hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an
2 Indemnitee or any other person or entity; provided however, that nothing contained herein shall be
3 construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not
4 required under the provisions of Paragraph B. below.

5 B. Indemnity for Design Professional Services

- 6 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel
7 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,
8 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful
9 misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or their
10 respective employees, agents, representatives, or independent contractors. The Indemnitees shall be
11 entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in
12 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
13 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
14 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
15 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
16 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
17 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
18 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
19 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
20 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
21 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
22 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
23 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.
- 24 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall
25 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a
26 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such
27 negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and
28 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 29 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with

1 provisions identical to those set forth in this section from each and every subconsultant, of every tier.

2 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or
3 type of damages, compensation or benefits payable under any policy of insurance, workers' compensation
4 acts, disability benefit acts or other employee benefit acts.

5 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in
6 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7 C. INSURANCE

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

14 1. Workers' Compensation:

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

20 2. Commercial General Liability:

21 Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified
22 contractual liability, products and completed operations liability, personal and advertising injury, and cross
23 liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its
24 obligations hereunder. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined
25 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement
26 or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

27 3. Vehicle Liability:

28 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
29 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an

1 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
2 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence
3 limit. Policy shall name the COUNTY as Additional Insureds.

4 4. Professional Liability

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

14 5. General Insurance Provisions - All lines:

15 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
16 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
17 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a
18 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
19 policy term.

20 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
21 herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall
22 have the prior written consent of the COUNTY Risk Manager before the commencement of operations
23 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at
24 the election of the COUNTY's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or
25 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
26 bond which guarantees payment of losses and related investigations, claims administration, and
27 defense costs and expenses.

28 c. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the County of Riverside
29 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of

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

- 17 d. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be
18 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured
19 retentions or self-insured programs shall not be construed as contributory.
- 20 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
21 of services; or, there is a material change in the equipment to be used in the performance of the scope
22 of services; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years;
23 the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
24 required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or
25 type of insurance carried by the CONSULTANT has become inadequate.
- 26 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants
27 working under this Agreement.
- 28 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
29 insurance acceptable to the COUNTY.

1 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may
2 give rise to a claim arising from the performance of this Agreement.

3 **ARTICLE XIX FUNDING REQUIREMENTS**

4 A. It is mutually understood between the parties that this Agreement may have been written before ascertaining
5 the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program
6 and fiscal delays that would occur if the Agreement were executed after that determination was made.

7 B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose
8 of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions,
9 or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the
10 provisions, terms, or funding of this Agreement in any manner.

11 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any
12 reduction in funds.

13 D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement
14 to amend the Agreement to reflect any reduction of funds.

15 **ARTICLE XX CHANGE IN TERMS**

16 A. This Agreement may be amended or modified only by mutual written agreement of the parties.

17 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
18 notification to proceed has been provided by COUNTY Contract Administrator.

19 C. There shall be no change in CONSULTANT Project Manager or members of the project team, as listed as Key
20 Personnel in the approved Scope of Services, which is a part of this Agreement without prior written approval
21 by COUNTY Contract Administrator.
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ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement 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 Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY Contract Administrator and Director of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.
- C. Not later than thirty (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.
- D. 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 Agreement.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds

1 are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the
2 performance period of this Agreement.

3
4 **ARTICLE XXIV SAFETY**

5 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety
6 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety
7 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests
8 at all times while working on the construction project site.

9 B. Pursuant to the authority contained in Vehicle Code Section 591, COUNTY has determined that such areas are
10 within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the
11 requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all
12 reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public
13 from injury and damage from such vehicles.

14 C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

15 D. In the event CONSULTANT performs trenching of five (5) feet or deeper in the performance any service
16 provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-
17 OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any
18 practices, work, method, operation, or process related to the construction or excavation of trenches which are
19 five (5) feet or deeper.

20
21 **ARTICLE XXV OWNERSHIP OF DATA**

22 A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the
23 property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately, upon
24 termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations,
25 appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether
26 completed or not, and other such materials as may have been prepared or accumulated to date by
27 CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined
28 by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to
29 COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed

1 or data obtained in connection with services rendered under this Agreement must be approved in writing by
2 COUNTY.

3 B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the
4 products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.
5 CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation,
6 copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation
7 upon its use or dissemination by COUNTY.

8 C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product
9 is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by COUNTY
10 for another project or project location shall be at COUNTY's sole risk.

11 D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the
12 Agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable
13 right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
14

15 **ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

16 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's
17 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to
18 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation
19 with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at
20 depositions and at trial or arbitration proceedings.

21 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction
22 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will
23 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel
24 services under this Agreement.

25 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be
26 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
27 Agreement in order to resolve the construction claims.
28

29 **ARTICLE XXVII CONFIDENTIALITY OF DATA**

- 1 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,
2 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this
3 Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 4 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the
5 Agreement, shall not authorize CONSULTANT to further disclose such information, or disseminate the same
6 on any other occasion.
- 7 C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or
8 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the
9 performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- 10 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
11 work performed or to be performed under this Agreement without prior review of the contents thereof by
12 COUNTY, and receipt of COUNTY's written permission.
- 13 E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- 14 F. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT
15 to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by
16 CONSULTANT pursuant to the performance of this Agreement are confidential and CONSULTANT agrees that
17 they shall not be made available to any individual or organization without the prior written approval of COUNTY
18 or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily
19 provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from
20 CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited
21 to, COUNTY's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

22 **ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

28 **ARTICLE XXIX LEGAL COMPLIANCE**

29 CONSULTANT shall comply with all federal, State and local laws, statutes, ordinances, rules and regulations, and

1 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner
2 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing
3 and regulations. Failure to comply with the foregoing by CONSULTANT may be grounds for termination by the
4 COUNTY.

5 **ARTICLE XXX EVALUATION OF CONSULTANT**

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

9 **ARTICLE XXXI RETENTION OF FUNDS**

- 10 A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- 11 B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents.
12 The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed
13 and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY
14 has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all
15 monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law
16 (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only
17 for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the
18 violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section
19 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair
20 any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant
21 in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
22 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
23 consultant and subconsultants.

24 **ARTICLE XXXII TITLE VI ASSURANCES**

25 CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable,
26 which is attached hereto and incorporated herein by reference.

27 **ARTICLE XXXIII NOTIFICATION**

28 All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes
29 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage

1 prepaid, and addressed to the CONSULTANT Project Manager and COUNTY Contract Administrator at the
2 respective addresses provided in Article I.B.

3 **ARTICLE XXXIV CONTRACT**

4 A. The two parties to this Agreement, who are the before named CONSULTANT and the before named
5 COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded
6 in triplicate between the two parties. Both of these parties for and in consideration of the payments to be
7 made, conditions mentioned, and work to be performed, each agree to diligently perform in accordance
8 with the terms and conditions of this Agreement as evidenced by the signatures below.

9 B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
10 of which together will constitute one instrument. Each party to this Agreement agrees to the use of
11 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
12 Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this
13 Agreement. The parties further agree that the electronic signatures of the parties included in this
14 Agreement are intended to authenticate this writing and to have the same force and effect as manual
15 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically
16 associated with an electronic record and executed or adopted by a person with the intent to sign the
17 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
18 electronic signature for transactions and contracts among parties in California, including a government
19 agency. Digital signature means an electronic identifier, created by computer, intended by the party using
20 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon
21 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined
22 in subdivision (i) of Section 1633.2 of the Civil Code.

23
24 [SIGNATURE PAGE FOLLOWS]
25
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ARTICLE XXXV SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

 Dated: _____

DENNIS ACUNA
Director of Transportation

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

 Dated: _____

DANIELLE MALAND
Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 01/13/2026

Karen Spiegel
PRINTED NAME
Chair, Riverside County Board of Supervisors

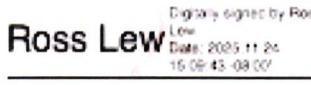
ATTEST:

 Dated: 01/13/2026

KIMBERLY RECTOR, by DEPUTY
Clerk of the Board (SEAL)

CONSULTANT Signatures

CONSULTANT:

 Dated: 11/24/2025

ROSS LEW
PRINTED NAME

VICE PRESIDENT
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

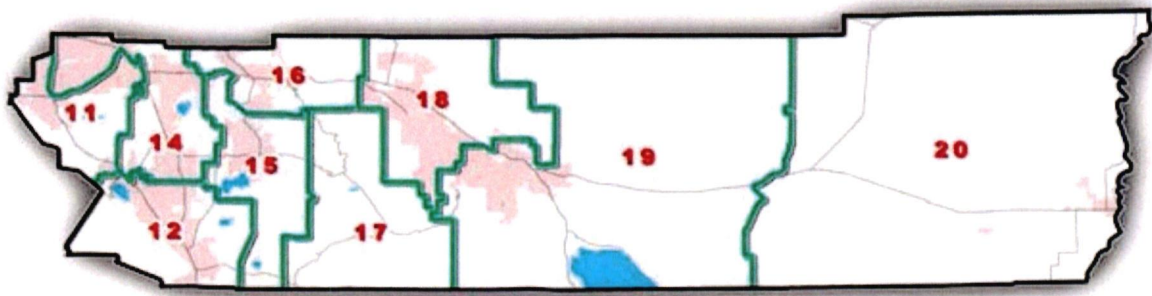
A. DESCRIPTION

Services provided under this Agreement include performing engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for work assignments related to bridges, roadway and miscellaneous structures located throughout the Eastern Region of County Road Maintenance Districts 11, 12, 14, 15, and 16. CONSULTANT will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

B. LOCATION

The on-call services are for the Eastern Region of County Road Maintenance Districts 11, 12, 14, 15, 16.

Map of the County of Riverside



C. COORDINATION

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

- Relevant Cities
- Utility Companies
- Appraisal Companies
- Federal Highway Administration
- Caltrans
- Federal Agencies
- Railroad Companies
- Regional Water Quality Control Board

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

D. STANDARDS

All work will be prepared in accordance with COUNTY and/or CALTRANS practices, regulations, policies, procedures, manuals, and standards or as directed. Deliverables will be prepared in accordance with the most current CALTRANS guidance including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. Exceptions must be approved by COUNTY in advance. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY Contract Administrator. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

1. Environmental

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

The design standards used for any project should equal or exceed the minimum standards given in Caltrans Local Assistance Procedures Manual (LAPM), Chapter 11, and Design Standards. 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.

- All bridges located in the unincorporated COUNTY area shall be designed in accordance with the current edition of the Caltrans Bridge Design Specifications manual available at this website:

<http://www.dot.ca.gov/hq/esc/techpubs/>

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; 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; 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; 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,

1 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS
2 FOR A PARTICULAR PURPOSE; SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

- 3 g. Final plans, drawings or other work products will be provided in an electronic format suitable for
4 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the
5 appropriate meta data and will be geographically registered using an appropriate coordinate system
6 such as the California State Plane Coordinate System NAD 83.

7 **5. Project Files**

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

9 **E. QUALITY CONTROL**

- 10 1. CONSULTANT shall implement and maintain the following quality control procedures during the
11 preparation of the plans and documents relating to this Agreement. CONSULTANT shall have a quality
12 control plan in effect during the entire time services are being performed under this Agreement. The
13 plan shall establish a process whereby calculations are independently checked, plans checked,
14 corrected and backchecked, and all job-related correspondence, and memoranda routed and received
15 by affected persons and then bound in appropriate job files. Where several drawings show different
16 work in the same area, means shall be provided to avoid conflicts and misalignment in both new and
17 existing improvements. Evidence that the quality control plan is functional may be requested by the
18 COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the
19 COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the
20 preparation of the material followed the quality control plan established for the work.
- 21 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
22 specifications, and estimates prepared for this Agreement and shall check all such material accordingly.
23 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
24 such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give
25 rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve
26 CONSULTANT of its professional responsibilities or obligations under this Agreement.
- 27 3. The plans, designs, estimates, calculations, reports, and other documents furnished in accordance with
28 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
29 organized, technically and grammatically correct, checked and having the preparer and checker

1 identified. The minimum standard of appearance, organization and contents shall be of similar types
2 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for
3 use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
4 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a
5 final product.

- 6 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
7 plans, shall bear the professional seal, certificate number, registration classification, expiration date of
8 the certificate, and signature of the professional engineer(s) responsible for their preparation.

9 **F. KEY PERSONNEL**

10 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services
11 and if one or more of such personnel should become unavailable, CONSULTANT may substitute other
12 personnel of at least equal competence only after prior written approval by the COUNTY Contract
13 Administrator has been secured. The key personnel for performance of this Agreement are:

Assignment	Key Personnel
Project Manager	Farinaz, Jalaie, PE
Structures Lead Engineer	Jesse Hwang, PE
Roadway/Highway Lead Engineer	Mike Roberts, PE
Environmental Lead	Ernie Figueroa, JD, RLA

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19 Key Personnel rosters shall be updated annually, at a minimum.

20 **G. COUNTY RESPONSIBILITIES**

21 The following includes tasks to be completed by the COUNTY:

- 22
- 23 • COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT
24 and available to COUNTY personnel.
 - 25 • COUNTY will provide survey and land acquisition services generally as described below:
 - 26 – Provide survey controls.
 - 27 – Verify that COUNTY survey control points are still in place and undisturbed.
 - 28 – Provide survey records research, including grant deeds and right-of-way documents in
29 support of right-of-way base mapping prepared by COUNTY surveyor.
 - Prepare existing right-of-way and parcel mapping.

- 1 - Coordinate permits for right-of-entry with property owners.
- 2 - Obtain and review title reports, identify easements and encumbrances.
- 3 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
- 4 - Perform right-of-way negotiations and acquisitions.
- 5 - Certify new acquired right-of-way.

6 **ARTICLE AII • CONTRACT ADMINISTRATION**

7 **A. CONTRACT MANAGEMENT**

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

10 **B. COST ACCOUNTING**

11 The CONSULTANT will prepare and submit timely invoices of expenditures for each on-call Task Order.
12 DBF Task Orders require weekly invoicing; non-DBF Task Orders require monthly invoicing. Expenditures
13 include direct labor costs, other direct costs, and subconsultant costs. All invoices will include all supporting
14 data. Each invoice shall include:

- 15 • Overall Task Order Initial Budget Amount
- 16 • Aggregate Task Order draw-down, prior to current invoice
- 17 • Current Invoice Amount, draw-down
- 18 • Aggregate Task Order draw-down, to date
- 19 • Remaining Task Order Budget Capacity

20 **C. SCHEDULING**

21 Schedules will be prepared for each specific Task Order.

22 **ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK**

23 The scope of work for this Agreement is to provide on-call services to the Riverside County Transportation
24 Department for transportation related services located throughout the Eastern Region of County Road
25 Maintenance Districts 17, 18, 19 and 20. Services will be performed at the request of the COUNTY Contract
26 Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with
27 the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order
28 shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's
29 Contract Manager or their authorized designees. The CONSULTANT may be required to provide on-call services

1 that include but are not limited to the following:
2

3 **A. ENGINEERING TASKS**

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

24
25 **B. ENVIRONMENTAL TASKS**

- 26 1. Prepare NEPA and CEQA environmental documents to comply with the Federal and State regulations.
- 27 2. Prepare all environmental technical studies.
- 28 3. Perform all environmental surveys.
- 29 4. Prepare any environmental report as needed.

Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

- 1 5. Prepare Water Quality Management Plan.
- 2 6. Prepare and process regulatory permits (404, 408, 401, 1602).
- 3 7. Provide coordination services with Tribes, regulatory agencies, resource agencies and stakeholder
- 4 groups.
- 5 8. Provide construction monitoring services as needed.

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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 PERFORMANCE PERIOD of this Agreement and with the following additional Performance Requirements below. All Task Orders authorized under this Agreement must be authorized no later than December 15, 2030. All services authorized by Task Orders shall be completed by the Agreement expiration date. If work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this Agreement shall be extended by a written amendment signed by the authorized representatives of both parties prior to the expiration of the period of performance to cover the time needed to complete the Task Order in progress only. An amendment extending the period of performance of this Agreement to cover the time needed to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the COUNTY Board of Supervisors. If written amendment is executed, Task Order services authorized in this Agreement shall therefore be completed no later than December 15, 2032. 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 Agreement occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT of any available civil legal remedies in the event of a dispute.

C. FINAL ACCEPTANCE

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the Agreement end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Agreement.

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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 hourly rates specified herein and the negotiated cost estimate for each specific Task Order. Actual costs for any Task Order shall not exceed the authorized cost estimate. The sum of the Task Order cost estimates authorized shall not exceed the maximum amount of this Agreement.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements: HOURLY RATES, INCURRED (ACTUAL) DIRECT COSTS and OUTSIDE SERVICES.

A. HOURLY RATES

The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable for the period of performance set forth in the Agreement.

B. INCURRED (ACTUAL) DIRECT COSTS

Additional incurred (actual) 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 cost. Travel by air and/or travel in excess of 100 miles 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 estimate for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide subconsulting services under this Agreement are listed below:

Harris Miller Miller & Hanson, Inc.

Duke Cultural Resources Management, LLC

EGP Consulting, Inc.

Earth Mechanics, Inc.

Costin Public Outreach Group, Inc.

Monument ROW

1
2 CL Surveying & Mapping, Inc.

3 C Below, Inc.

4 Fehr & Peers

5 **ARTICLE CIII • INVOICING**

6 CONSULTANT shall submit invoices in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS
7 of the Agreement and with the following requirements.

- 8 1. Billings for hours worked, incurred (actual) direct costs and outside services shall be included in
9 CONSULTANT's invoice submittals and be in conformance with the COUNTY's Consulting Services
10 Invoicing Procedures.
- 11 2. The charges for each individual assigned under this Agreement shall be listed separately.
- 12 3. Charges for incurred (actual) direct costs shall be accompanied by substantiating documentation
13 such as invoices, telephone logs, etc.
- 14 4. Each invoice shall bear a certification signed by the CONSULTANT Project Manager or an officer of
15 the firm which reads as follows:

16 "I hereby certify that the hours and salary rates charged in this invoice are the actual hours and
17 rates worked and paid to the employees listed."
18

19 **ARTICLE CIV • PAYMENT**

20 Progress payments shall be made in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS of the
21 Agreement. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not
22 exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).
23

24 **ARTICLE CV • HOURLY RATES**

25 COUNTY shall pay CONSULTANT at the attached hourly rates. Hourly rates shall be applicable to both straight
26 time and overtime work unless payment of premium for overtime work is required by law, regulation or craft
27 agreement, or is otherwise specified in this Agreement.
28
29

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
BILLING RATES

Note: Mark-ups are Not Allowed

Consultant **Moffatt & Nichol** Prime Consultant x Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Participation Amount _____ Date **7/31/2025**
 Office Staff Rate Fringe % + Overhead % + G&A% = Combined Indirect Cost Rate(ICR)%
59.75% + **0.00%** + **118.57%** = **178.32%**

(=0% if Included in OH) (=0% if Included in OH) FEE % = **12.00%**

Name/ Job Title/ Classification ¹	BILLING INFORMATION			CALCULATION INFORMATION				
	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Ross Lew/ Principal in Charge/Civil Engineer VIII	\$529.92			7/1/2025	3/31/2026	\$170.00		
	\$551.12			4/1/2026	3/31/2027	\$176.80	4.00%	
	\$573.16			4/1/2027	3/31/2028	\$183.87	4.00%	
	\$596.09			4/1/2028	3/31/2029	\$191.23	4.00%	
	\$619.93			4/1/2029	3/31/2030	\$198.88	4.00%	
	\$644.73			4/1/2030	12/15/2030	\$206.83	4.00%	
Farinaz Jalale/ Project Manager*/Structural Engineer VI	\$299.78			7/1/2025	3/31/2026	\$96.17		
	\$311.77			4/1/2026	3/31/2027	\$100.02	4.00%	
	\$324.24			4/1/2027	3/31/2028	\$104.02	4.00%	
	\$337.21			4/1/2028	3/31/2029	\$108.18	4.00%	
	\$350.70			4/1/2029	3/31/2030	\$112.51	4.00%	
	\$364.73			4/1/2030	12/15/2030	\$117.01	4.00%	
Farinaz Jalale/ Project Manager*/Structural Engineer VII	\$323.76			7/1/2025	3/31/2026	\$103.86		
	\$336.71			4/1/2026	3/31/2027	\$108.02	4.00%	
	\$350.18			4/1/2027	3/31/2028	\$112.34	4.00%	
	\$364.19			4/1/2028	3/31/2029	\$116.83	4.00%	
	\$378.76			4/1/2029	3/31/2030	\$121.51	4.00%	
	\$393.91			4/1/2030	12/15/2030	\$126.37	4.00%	
Phil Balmeo/QA/QCManager/Civil Engineer VIII	\$394.60			7/1/2025	3/31/2026	\$126.59		
	\$410.39			4/1/2026	3/31/2027	\$131.65	4.00%	
	\$426.80			4/1/2027	3/31/2028	\$136.92	4.00%	
	\$443.88			4/1/2028	3/31/2029	\$142.40	4.00%	
	\$461.63			4/1/2029	3/31/2030	\$148.09	4.00%	
	\$480.10			4/1/2030	12/15/2030	\$154.02	4.00%	
Jesse Hwang/Structures Lead*/Structural Engineer VIII	\$342.80			7/1/2025	3/31/2026	\$109.97		
	\$356.51			4/1/2026	3/31/2027	\$114.37	4.00%	
	\$370.77			4/1/2027	3/31/2028	\$118.94	4.00%	
	\$385.60			4/1/2028	3/31/2029	\$123.70	4.00%	
	\$401.02			4/1/2029	3/31/2030	\$128.65	4.00%	
	\$417.06			4/1/2030	12/15/2030	\$133.80	4.00%	
Mike Roberts/Roadway Lead*/Civil Engineer VIII	\$454.08			7/1/2025	3/31/2026	\$145.67		
	\$472.24			4/1/2026	3/31/2027	\$151.50	4.00%	
	\$491.13			4/1/2027	3/31/2028	\$157.56	4.00%	
	\$510.78			4/1/2028	3/31/2029	\$163.86	4.00%	
	\$531.21			4/1/2029	3/31/2030	\$170.41	4.00%	
	\$552.46			4/1/2030	12/15/2030	\$177.23	4.00%	

Ernie Figuero/ Environmental Lead*/Civil Engineer VIII	\$573.22	NA	7/1/2025	3/31/2026	\$183.89	
	\$596.15		4/1/2026	3/31/2027	\$191.25	4.00%
	\$619.99		4/1/2027	3/31/2028	\$198.90	4.00%
	\$644.79		4/1/2028	3/31/2029	\$206.85	4.00%
	\$670.59		4/1/2029	3/31/2030	\$215.13	4.00%
	\$697.41		4/1/2030	12/15/2030	\$223.73	4.00%
Garrett Dekker*/Bridge Program/Structural Engineer VII	\$315.93	NA	7/1/2025	3/31/2026	\$101.35	
	\$328.56		4/1/2026	3/31/2027	\$105.40	4.00%
	\$341.71		4/1/2027	3/31/2028	\$109.62	4.00%
	\$355.37		4/1/2028	3/31/2029	\$114.00	4.00%
	\$369.59		4/1/2029	3/31/2030	\$118.57	4.00%
	\$384.37		4/1/2030	12/15/2030	\$123.31	4.00%
Perry Schacht/Bridge Program/Structural Engineer VII	\$247.88	NA	7/1/2025	3/31/2026	\$79.52	
	\$257.79		4/1/2026	3/31/2027	\$82.70	4.00%
	\$268.11		4/1/2027	3/31/2028	\$86.01	4.00%
	\$278.83		4/1/2028	3/31/2029	\$89.45	4.00%
	\$289.98		4/1/2029	3/31/2030	\$93.03	4.00%
	\$301.58		4/1/2030	12/15/2030	\$96.75	4.00%
Jared Cole/ Independent Check/Structure/Structural Engineer VII	\$301.49	NA	7/1/2025	3/31/2026	\$96.72	
	\$313.55		4/1/2026	3/31/2027	\$100.59	4.00%
	\$326.10		4/1/2027	3/31/2028	\$104.61	4.00%
	\$339.14		4/1/2028	3/31/2029	\$108.80	4.00%
	\$352.71		4/1/2029	3/31/2030	\$113.15	4.00%
	\$366.81		4/1/2030	12/15/2030	\$117.67	4.00%
Johnny Liu/ Geometrics/Roadway/Civil Engineer VI	\$269.73	NA	7/1/2025	3/31/2026	\$86.53	
	\$280.52		4/1/2026	3/31/2027	\$89.99	4.00%
	\$291.74		4/1/2027	3/31/2028	\$93.59	4.00%
	\$303.41		4/1/2028	3/31/2029	\$97.33	4.00%
	\$315.55		4/1/2029	3/31/2030	\$101.23	4.00%
	\$328.17		4/1/2030	12/15/2030	\$105.28	4.00%
Kim Garvey/ CEQA & NEPA/Environmental VII	\$297.07	NA	7/1/2025	3/31/2026	\$95.30	
	\$308.95		4/1/2026	3/31/2027	\$99.11	4.00%
	\$321.31		4/1/2027	3/31/2028	\$103.08	4.00%
	\$334.16		4/1/2028	3/31/2029	\$107.20	4.00%
	\$347.53		4/1/2029	3/31/2030	\$111.49	4.00%
	\$361.43		4/1/2030	12/15/2030	\$115.95	4.00%
Hanna Olson/ Community/ Land Use/Environmental III	\$123.57	NA	7/1/2025	3/31/2026	\$39.64	
	\$128.51		4/1/2026	3/31/2027	\$41.23	4.00%
	\$133.65		4/1/2027	3/31/2028	\$42.87	4.00%
	\$138.99		4/1/2028	3/31/2029	\$44.59	4.00%
	\$144.55		4/1/2029	3/31/2030	\$46.37	4.00%
	\$150.34		4/1/2030	12/15/2030	\$48.23	4.00%
Kim Thompson/Environmental Support/Environmental IV	\$191.08	NA	7/1/2025	3/31/2026	\$61.30	
	\$198.73		4/1/2026	3/31/2027	\$63.75	4.00%
	\$206.68		4/1/2027	3/31/2028	\$66.30	4.00%
	\$214.94		4/1/2028	3/31/2029	\$68.95	4.00%
	\$223.54		4/1/2029	3/31/2030	\$71.71	4.00%
	\$232.48		4/1/2030	12/15/2030	\$74.58	4.00%
Marc Hamel/Environmental Rail Services/Environmental V	\$199.50	NA	7/1/2025	3/31/2026	\$64.00	
	\$207.48		4/1/2026	3/31/2027	\$66.56	4.00%
	\$215.78		4/1/2027	3/31/2028	\$69.22	4.00%
	\$224.41		4/1/2028	3/31/2029	\$71.99	4.00%
	\$233.39		4/1/2029	3/31/2030	\$74.87	4.00%
	\$242.72		4/1/2030	12/15/2030	\$77.87	4.00%

Margaret Schwertner/Agriculture/Environmental VI	\$250.03	NA	7/1/2025	3/31/2026	\$80.21	
	\$260.03		4/1/2026	3/31/2027	\$83.42	4.00%
	\$270.43		4/1/2027	3/31/2028	\$86.76	4.00%
	\$281.25		4/1/2028	3/31/2029	\$90.23	4.00%
	\$292.50		4/1/2029	3/31/2030	\$93.83	4.00%
	\$304.20		4/1/2030	12/15/2030	\$97.59	4.00%
Amber Roester/Hazardous Waste/Environmental VI	\$234.32	NA	7/1/2025	3/31/2026	\$75.17	
	\$243.69		4/1/2026	3/31/2027	\$78.18	4.00%
	\$253.44		4/1/2027	3/31/2028	\$81.30	4.00%
	\$263.58		4/1/2028	3/31/2029	\$84.56	4.00%
	\$274.12		4/1/2029	3/31/2030	\$87.94	4.00%
	\$285.08		4/1/2030	12/15/2030	\$91.46	4.00%
Taylor Meyers/Regulatory Permits/Environmental IV	\$170.73	NA	7/1/2025	3/31/2026	\$54.77	
	\$177.56		4/1/2026	3/31/2027	\$56.96	4.00%
	\$184.66		4/1/2027	3/31/2028	\$59.24	4.00%
	\$192.05		4/1/2028	3/31/2029	\$61.61	4.00%
	\$199.73		4/1/2029	3/31/2030	\$64.07	4.00%
	\$207.72		4/1/2030	12/15/2030	\$66.64	4.00%
Adam Wagschal/Environmental Support/Environmental VI	\$226.93	NA	7/1/2025	3/31/2026	\$72.80	
	\$236.01		4/1/2026	3/31/2027	\$75.71	4.00%
	\$245.45		4/1/2027	3/31/2028	\$78.74	4.00%
	\$255.27		4/1/2028	3/31/2029	\$81.89	4.00%
	\$265.48		4/1/2029	3/31/2030	\$85.17	4.00%
	\$276.10		4/1/2030	12/15/2030	\$88.57	4.00%
Grace Dymoke/Environmental Support/Environmental I	\$119.01	\$178.52	7/1/2025	3/31/2026	\$38.18	
	\$123.77		4/1/2026	3/31/2027	\$39.71	4.00%
	\$128.73		4/1/2027	3/31/2028	\$41.30	4.00%
	\$133.87		4/1/2028	3/31/2029	\$42.95	4.00%
	\$139.23		4/1/2029	3/31/2030	\$44.67	4.00%
	\$144.80		4/1/2030	12/15/2030	\$46.45	4.00%
Nick Velazquez/Construction Staging/Civil Engineer V	\$222.32	NA	7/1/2025	3/31/2026	\$71.32	
	\$231.21		4/1/2026	3/31/2027	\$74.17	4.00%
	\$240.46		4/1/2027	3/31/2028	\$77.14	4.00%
	\$250.08		4/1/2028	3/31/2029	\$80.23	4.00%
	\$260.08		4/1/2029	3/31/2030	\$83.43	4.00%
	\$270.48		4/1/2030	12/15/2030	\$86.77	4.00%
Wexia Jin/Hydrology/Hydraulics/Water Resources VIII	\$389.12	NA	7/1/2025	3/31/2026	\$124.83	
	\$404.68		4/1/2026	3/31/2027	\$129.82	4.00%
	\$420.87		4/1/2027	3/31/2028	\$135.02	4.00%
	\$437.70		4/1/2028	3/31/2029	\$140.42	4.00%
	\$455.21		4/1/2029	3/31/2030	\$146.03	4.00%
	\$473.42		4/1/2030	12/15/2030	\$151.87	4.00%
Jeremy Patapoff/Hydraulics/Water Quality/Civil Engineer VII	\$318.48	NA	7/1/2025	3/31/2026	\$102.17	
	\$331.22		4/1/2026	3/31/2027	\$106.26	4.00%
	\$344.47		4/1/2027	3/31/2028	\$110.51	4.00%
	\$358.25		4/1/2028	3/31/2029	\$114.93	4.00%
	\$372.58		4/1/2029	3/31/2030	\$119.52	4.00%
	\$387.48		4/1/2030	12/15/2030	\$124.31	4.00%
Bronsyn Legard/Stormwater Hydraulics/Civil Designer II	\$139.81	\$209.71	7/1/2025	3/31/2026	\$44.85	
	\$145.40		4/1/2026	3/31/2027	\$46.64	4.00%
	\$151.21		4/1/2027	3/31/2028	\$48.51	4.00%
	\$157.26		4/1/2028	3/31/2029	\$50.45	4.00%
	\$163.55		4/1/2029	3/31/2030	\$52.47	4.00%
	\$170.10		4/1/2030	12/15/2030	\$54.57	4.00%

Ryan Wong/Stormwater Hydraulics/Civil Designer I	\$119.92	\$179.88	7/1/2025	3/31/2026	\$38.47		
	\$124.71		4/1/2026	3/31/2027	\$40.01	4.00%	
	\$129.70		4/1/2027	3/31/2028	\$41.61	4.00%	
	\$134.89		4/1/2028	3/31/2029	\$43.27	4.00%	
	\$140.29		4/1/2029	3/31/2030	\$45.00	4.00%	
	\$145.90		4/1/2030	12/15/2030	\$46.80	4.00%	
April McMillian/Stormwater Quality/Civil Designer V	\$198.72	NA	7/1/2025	3/31/2026	\$63.75		
	\$206.67		4/1/2026	3/31/2027	\$66.30	4.00%	
	\$214.94		4/1/2027	3/31/2028	\$68.95	4.00%	
	\$223.53		4/1/2028	3/31/2029	\$71.71	4.00%	
	\$232.47		4/1/2029	3/31/2030	\$74.58	4.00%	
	\$241.77		4/1/2030	12/15/2030	\$77.56	4.00%	
Teresa Evangelista/Stormwater Quality/Civil Designer II	\$139.74	\$209.62	7/1/2025	3/31/2026	\$44.83		
	\$145.33		4/1/2026	3/31/2027	\$46.62	4.00%	
	\$151.15		4/1/2027	3/31/2028	\$48.49	4.00%	
	\$157.19		4/1/2028	3/31/2029	\$50.43	4.00%	
	\$163.48		4/1/2029	3/31/2030	\$52.44	4.00%	
	\$170.02		4/1/2030	12/15/2030	\$54.54	4.00%	
Tonia McMahon/Water Quality/Environmental IV	\$186.78	NA	7/1/2025	3/31/2026	\$59.92		
	\$194.25		4/1/2026	3/31/2027	\$62.32	4.00%	
	\$202.02		4/1/2027	3/31/2028	\$64.81	4.00%	
	\$210.10		4/1/2028	3/31/2029	\$67.40	4.00%	
	\$218.51		4/1/2029	3/31/2030	\$70.10	4.00%	
	\$227.25		4/1/2030	12/15/2030	\$72.90	4.00%	
Ron Butler/Specifications/Civil Engineer VI	\$240.83	NA	7/1/2025	3/31/2026	\$77.26		
	\$250.47		4/1/2026	3/31/2027	\$80.35	4.00%	
	\$260.49		4/1/2027	3/31/2028	\$83.56	4.00%	
	\$270.91		4/1/2028	3/31/2029	\$86.91	4.00%	
	\$281.74		4/1/2029	3/31/2030	\$90.38	4.00%	
	\$293.01		4/1/2030	12/15/2030	\$94.00	4.00%	
Jason Fix/Specification/Structural Engineer V	\$228.58	NA	7/1/2025	3/31/2026	\$73.33		
	\$237.73		4/1/2026	3/31/2027	\$76.26	4.00%	
	\$247.24		4/1/2027	3/31/2028	\$79.31	4.00%	
	\$257.12		4/1/2028	3/31/2029	\$82.49	4.00%	
	\$267.41		4/1/2029	3/31/2030	\$85.79	4.00%	
	\$278.11		4/1/2030	12/15/2030	\$89.22	4.00%	
Jared Bernard/Utilities/Civil Engineer V	\$265.21	NA	7/1/2025	3/31/2026	\$85.08		
	\$275.82		4/1/2026	3/31/2027	\$88.48	4.00%	
	\$286.85		4/1/2027	3/31/2028	\$92.02	4.00%	
	\$298.33		4/1/2028	3/31/2029	\$95.70	4.00%	
	\$310.26		4/1/2029	3/31/2030	\$99.53	4.00%	
	\$322.67		4/1/2030	12/15/2030	\$103.51	4.00%	
Sudarshni Ramesh/Structure Support/Structural Designer V	\$220.70	NA	7/1/2025	3/31/2026	\$70.80		
	\$229.52		4/1/2026	3/31/2027	\$73.63	4.00%	
	\$238.71		4/1/2027	3/31/2028	\$76.58	4.00%	
	\$248.25		4/1/2028	3/31/2029	\$79.64	4.00%	
	\$258.18		4/1/2029	3/31/2030	\$82.83	4.00%	
	\$268.51		4/1/2030	12/15/2030	\$86.14	4.00%	
Sudarshni Ramesh/Structure Support/Structural Designer VI	\$238.35	NA	7/1/2025	3/31/2026	\$76.46		
	\$247.89		4/1/2026	3/31/2027	\$79.52	4.00%	
	\$257.80		4/1/2027	3/31/2028	\$82.70	4.00%	
	\$268.11		4/1/2028	3/31/2029	\$86.01	4.00%	
	\$278.84		4/1/2029	3/31/2030	\$89.45	4.00%	
	\$289.99		4/1/2030	12/15/2030	\$93.03	4.00%	

Ayman Itani/Structure Support/Structural Engineer IV	\$205.92	NA	7/1/2025	3/31/2026	\$66.06	
	\$214.16		4/1/2026	3/31/2027	\$68.70	4.00%
	\$222.72		4/1/2027	3/31/2028	\$71.45	4.00%
	\$231.63		4/1/2028	3/31/2029	\$74.31	4.00%
	\$240.90		4/1/2029	3/31/2030	\$77.28	4.00%
	\$250.53		4/1/2030	12/15/2030	\$80.37	4.00%
Ayman Itani/Structure Support/Structural Engineer V	\$222.39	NA	7/1/2025	3/31/2026	\$71.34	
	\$231.29		4/1/2026	3/31/2027	\$74.20	4.00%
	\$240.54		4/1/2027	3/31/2028	\$77.17	4.00%
	\$250.16		4/1/2028	3/31/2029	\$80.25	4.00%
	\$260.17		4/1/2029	3/31/2030	\$83.46	4.00%
	\$270.58		4/1/2030	12/15/2030	\$86.80	4.00%
Jihad Moubayed/Structure Support/Structural Designer IV	\$182.89	NA	7/1/2025	3/31/2026	\$58.67	
	\$190.20		4/1/2026	3/31/2027	\$61.02	4.00%
	\$197.81		4/1/2027	3/31/2028	\$63.46	4.00%
	\$205.72		4/1/2028	3/31/2029	\$66.00	4.00%
	\$213.95		4/1/2029	3/31/2030	\$68.64	4.00%
	\$222.51		4/1/2030	12/15/2030	\$71.38	4.00%
Kaylie Nguyen/Structure Support/Structural Designer I	\$127.80	\$191.71	7/1/2025	3/31/2026	\$41.00	
	\$132.92		4/1/2026	3/31/2027	\$42.64	4.00%
	\$138.23		4/1/2027	3/31/2028	\$44.35	4.00%
	\$143.76		4/1/2028	3/31/2029	\$46.12	4.00%
	\$149.51		4/1/2029	3/31/2030	\$47.96	4.00%
	\$155.49		4/1/2030	12/15/2030	\$49.88	4.00%
Kaylie Nguyen/Structure Support/Structural Designer II	\$138.03	\$207.04	7/1/2025	3/31/2026	\$44.28	
	\$143.55		4/1/2026	3/31/2027	\$46.05	4.00%
	\$149.29		4/1/2027	3/31/2028	\$47.89	4.00%
	\$155.26		4/1/2028	3/31/2029	\$49.81	4.00%
	\$161.47		4/1/2029	3/31/2030	\$51.80	4.00%
	\$167.93		4/1/2030	12/15/2030	\$53.87	4.00%
Dilip Prajapati/Structure Support/Structural Designer II	\$160.53	\$240.80	7/1/2025	3/31/2026	\$51.50	
	\$166.96		4/1/2026	3/31/2027	\$53.56	4.00%
	\$173.63		4/1/2027	3/31/2028	\$55.70	4.00%
	\$180.58		4/1/2028	3/31/2029	\$57.93	4.00%
	\$187.80		4/1/2029	3/31/2030	\$60.25	4.00%
	\$195.32		4/1/2030	12/15/2030	\$62.66	4.00%
Dilip Prajapati/Structure Support/Structural Designer III	\$173.38	\$260.07	7/1/2025	3/31/2026	\$55.62	
	\$180.31		4/1/2026	3/31/2027	\$57.84	4.00%
	\$187.53		4/1/2027	3/31/2028	\$60.16	4.00%
	\$195.03		4/1/2028	3/31/2029	\$62.56	4.00%
	\$202.83		4/1/2029	3/31/2030	\$65.07	4.00%
	\$210.94		4/1/2030	12/15/2030	\$67.67	4.00%
Aziz Jaber/Structure CADD/ Structure Designer II	\$142.39	\$213.59	7/1/2025	3/31/2026	\$45.68	
	\$148.09		4/1/2026	3/31/2027	\$47.51	4.00%
	\$154.01		4/1/2027	3/31/2028	\$49.41	4.00%
	\$160.17		4/1/2028	3/31/2029	\$51.38	4.00%
	\$166.58		4/1/2029	3/31/2030	\$53.44	4.00%
	\$173.24		4/1/2030	12/15/2030	\$55.58	4.00%
Aziz Jaber/Structure CADD/ Structure Designer III	\$153.78	\$230.68	7/1/2025	3/31/2026	\$49.33	
	\$159.94		4/1/2026	3/31/2027	\$51.31	4.00%
	\$166.33		4/1/2027	3/31/2028	\$53.36	4.00%
	\$172.99		4/1/2028	3/31/2029	\$55.49	4.00%
	\$179.91		4/1/2029	3/31/2030	\$57.71	4.00%
	\$187.10		4/1/2030	12/15/2030	\$60.02	4.00%

Iyad Karkoutli/Structure CADD/CADD Technician V	\$260.00	NA	7/1/2025	3/31/2026	\$83.41		
	\$270.40		4/1/2026	3/31/2027	\$86.75	4.00%	
	\$281.22		4/1/2027	3/31/2028	\$90.22	4.00%	
	\$292.47		4/1/2028	3/31/2029	\$93.82	4.00%	
	\$304.17		4/1/2029	3/31/2030	\$97.58	4.00%	
	\$316.34		4/1/2030	12/15/2030	\$101.48	4.00%	
Ferdinand Samson/Structure CADD/CADD Technician IV	\$204.89	\$307.34	7/1/2025	3/31/2026	\$65.73		
	\$213.09		4/1/2026	3/31/2027	\$68.36	4.00%	
	\$221.61		4/1/2027	3/31/2028	\$71.09	4.00%	
	\$230.48		4/1/2028	3/31/2029	\$73.94	4.00%	
	\$239.70		4/1/2029	3/31/2030	\$76.89	4.00%	
	\$249.28		4/1/2030	12/15/2030	\$79.97	4.00%	
Trag Doung/Structure CADD/CADD Technician IV	\$182.60	\$273.91	7/1/2025	3/31/2026	\$58.58		
	\$189.91		4/1/2026	3/31/2027	\$60.92	4.00%	
	\$197.51		4/1/2027	3/31/2028	\$63.36	4.00%	
	\$205.41		4/1/2028	3/31/2029	\$65.89	4.00%	
	\$213.62		4/1/2029	3/31/2030	\$68.53	4.00%	
	\$222.17		4/1/2030	12/15/2030	\$71.27	4.00%	
Leonard Tan/Roadway Support/Civil Engineer VII	\$374.65	NA	7/1/2025	3/31/2026	\$120.19		
	\$389.64		4/1/2026	3/31/2027	\$125.00	4.00%	
	\$405.23		4/1/2027	3/31/2028	\$130.00	4.00%	
	\$421.44		4/1/2028	3/31/2029	\$135.20	4.00%	
	\$438.29		4/1/2029	3/31/2030	\$140.61	4.00%	
	\$455.82		4/1/2030	12/15/2030	\$146.23	4.00%	
Duc Tran/Roadway Support/Civil Engineer VII	\$323.72	NA	7/1/2025	3/31/2026	\$103.85		
	\$336.67		4/1/2026	3/31/2027	\$108.00	4.00%	
	\$350.14		4/1/2027	3/31/2028	\$112.32	4.00%	
	\$364.14		4/1/2028	3/31/2029	\$116.82	4.00%	
	\$378.71		4/1/2029	3/31/2030	\$121.49	4.00%	
	\$393.85		4/1/2030	12/15/2030	\$126.35	4.00%	
Jose Lomeli/Roadway Support/Civil Engineer IV	\$207.57	NA	7/1/2025	3/31/2026	\$66.59		
	\$215.88		4/1/2026	3/31/2027	\$69.25	4.00%	
	\$224.51		4/1/2027	3/31/2028	\$72.02	4.00%	
	\$233.49		4/1/2028	3/31/2029	\$74.90	4.00%	
	\$242.83		4/1/2029	3/31/2030	\$77.90	4.00%	
	\$252.54		4/1/2030	12/15/2030	\$81.02	4.00%	
Gary Lam/Roadway Support/Civil Designer V	\$269.73	NA	7/1/2025	3/31/2026	\$86.53		
	\$280.52		4/1/2026	3/31/2027	\$89.99	4.00%	
	\$291.74		4/1/2027	3/31/2028	\$93.59	4.00%	
	\$303.41		4/1/2028	3/31/2029	\$97.33	4.00%	
	\$315.55		4/1/2029	3/31/2030	\$101.23	4.00%	
	\$328.17		4/1/2030	12/15/2030	\$105.28	4.00%	
Jennifer Wagner/Roadway Support/Civil Designer V	\$236.78	NA	7/1/2025	3/31/2026	\$75.96		
	\$246.25		4/1/2026	3/31/2027	\$79.00	4.00%	
	\$256.10		4/1/2027	3/31/2028	\$82.16	4.00%	
	\$266.35		4/1/2028	3/31/2029	\$85.44	4.00%	
	\$277.00		4/1/2029	3/31/2030	\$88.86	4.00%	
	\$288.08		4/1/2030	12/15/2030	\$92.42	4.00%	
Leslie Situ/Roadway Support/Civil Designer IV	\$199.31	NA	7/1/2025	3/31/2026	\$63.94		
	\$207.29		4/1/2026	3/31/2027	\$66.50	4.00%	
	\$215.58		4/1/2027	3/31/2028	\$69.16	4.00%	
	\$224.20		4/1/2028	3/31/2029	\$71.92	4.00%	
	\$233.17		4/1/2029	3/31/2030	\$74.80	4.00%	
	\$242.49		4/1/2030	12/15/2030	\$77.79	4.00%	

Raymond Chavez/Roadway Support/Civil Designer III	\$152.87	NA	7/1/2025	3/31/2026	\$49.04	
	\$158.98		4/1/2026	3/31/2027	\$51.00	4.00%
	\$165.34		4/1/2027	3/31/2028	\$53.04	4.00%
	\$171.95		4/1/2028	3/31/2029	\$55.16	4.00%
	\$178.83		4/1/2029	3/31/2030	\$57.37	4.00%
	\$185.99		4/1/2030	12/15/2030	\$59.66	4.00%
Eduardo DaSilva/Roadway Support/Civil Designer III	\$142.36	NA	7/1/2025	3/31/2026	\$45.67	
	\$148.06		4/1/2026	3/31/2027	\$47.50	4.00%
	\$153.98		4/1/2027	3/31/2028	\$49.40	4.00%
	\$160.14		4/1/2028	3/31/2029	\$51.37	4.00%
	\$166.54		4/1/2029	3/31/2030	\$53.43	4.00%
	\$173.20		4/1/2030	12/15/2030	\$55.56	4.00%
Haley Song/Roadway Support/Civil Designer III	\$133.38	NA	7/1/2025	3/31/2026	\$42.79	
	\$138.72		4/1/2026	3/31/2027	\$44.50	4.00%
	\$144.27		4/1/2027	3/31/2028	\$46.28	4.00%
	\$150.04		4/1/2028	3/31/2029	\$48.13	4.00%
	\$156.04		4/1/2029	3/31/2030	\$50.06	4.00%
	\$162.28		4/1/2030	12/15/2030	\$52.06	4.00%
Alex Ford/Structure Support/Structural Engineer V	\$223.07	NA	7/1/2025	3/31/2026	\$71.56	
	\$231.99		4/1/2026	3/31/2027	\$74.42	4.00%
	\$241.27		4/1/2027	3/31/2028	\$77.40	4.00%
	\$250.92		4/1/2028	3/31/2029	\$80.50	4.00%
	\$260.96		4/1/2029	3/31/2030	\$83.72	4.00%
	\$271.39		4/1/2030	12/15/2030	\$87.06	4.00%
Michelle Baddour/Structure Support/Structural Designer II	\$140.06	\$210.08	7/1/2025	3/31/2026	\$44.93	
	\$145.66		4/1/2026	3/31/2027	\$46.73	4.00%
	\$151.48		4/1/2027	3/31/2028	\$48.60	4.00%
	\$157.54		4/1/2028	3/31/2029	\$50.54	4.00%
	\$163.84		4/1/2029	3/31/2030	\$52.56	4.00%
	\$170.40		4/1/2030	12/15/2030	\$54.66	4.00%
Julia Shockley/Structure Support/Structural Engineer IV	\$205.95	NA	7/1/2025	3/31/2026	\$66.07	
	\$214.19		4/1/2026	3/31/2027	\$68.71	4.00%
	\$222.76		4/1/2027	3/31/2028	\$71.46	4.00%
	\$231.67		4/1/2028	3/31/2029	\$74.32	4.00%
	\$240.94		4/1/2029	3/31/2030	\$77.29	4.00%
	\$250.57		4/1/2030	12/15/2030	\$80.38	4.00%
Martin Anderson/Structure Support/Structural Engineer IV	\$170.17	NA	7/1/2025	3/31/2026	\$54.59	
	\$176.97		4/1/2026	3/31/2027	\$56.77	4.00%
	\$184.05		4/1/2027	3/31/2028	\$59.04	4.00%
	\$191.41		4/1/2028	3/31/2029	\$61.41	4.00%
	\$199.07		4/1/2029	3/31/2030	\$63.86	4.00%
	\$207.03		4/1/2030	12/15/2030	\$66.42	4.00%
Ivan Martin/Structure CADD/CADD Technician IV	\$204.18	\$306.26	7/1/2025	3/31/2026	\$65.50	
	\$212.34		4/1/2026	3/31/2027	\$68.12	4.00%
	\$220.84		4/1/2027	3/31/2028	\$70.84	4.00%
	\$229.67		4/1/2028	3/31/2029	\$73.68	4.00%
	\$238.86		4/1/2029	3/31/2030	\$76.63	4.00%
	\$248.41		4/1/2030	12/15/2030	\$79.69	4.00%
Santiago Aguilar/Structure Support/Structural Engineer VII	\$288.65	NA	7/1/2025	3/31/2026	\$92.60	
	\$300.20		4/1/2026	3/31/2027	\$96.30	4.00%
	\$312.21		4/1/2027	3/31/2028	\$100.16	4.00%
	\$324.69		4/1/2028	3/31/2029	\$104.16	4.00%
	\$337.68		4/1/2029	3/31/2030	\$108.33	4.00%
	\$351.19		4/1/2030	12/15/2030	\$112.66	4.00%

Wendy Dai/Structure Support/Structural Engineer III	\$194.33	NA	7/1/2025	3/31/2026	\$62.34		
	\$202.10		4/1/2026	3/31/2027	\$64.83	4.00%	
	\$210.18		4/1/2027	3/31/2028	\$67.43	4.00%	
	\$218.59		4/1/2028	3/31/2029	\$70.12	4.00%	
	\$227.33		4/1/2029	3/31/2030	\$72.93	4.00%	
	\$236.43		4/1/2030	12/15/2030	\$75.85	4.00%	
Patrick Chang/Structure Advanced Analysis/Structural Engineer VI	\$303.55	NA	7/1/2025	3/31/2026	\$97.38		
	\$315.69		4/1/2026	3/31/2027	\$101.28	4.00%	
	\$328.32		4/1/2027	3/31/2028	\$105.33	4.00%	
	\$341.45		4/1/2028	3/31/2029	\$109.54	4.00%	
	\$355.11		4/1/2029	3/31/2030	\$113.92	4.00%	
	\$369.32		4/1/2030	12/15/2030	\$118.48	4.00%	
Jason Hong/Structure Advanced Analysis/Structural Engineer VI	\$267.64	NA	7/1/2025	3/31/2026	\$85.86		
	\$278.35		4/1/2026	3/31/2027	\$89.29	4.00%	
	\$289.48		4/1/2027	3/31/2028	\$92.87	4.00%	
	\$301.06		4/1/2028	3/31/2029	\$96.58	4.00%	
	\$313.10		4/1/2029	3/31/2030	\$100.44	4.00%	
	\$325.63		4/1/2030	12/15/2030	\$104.46	4.00%	
Amr Zaher/Rail Support/Civil Engineer VI	\$300.50	NA	7/1/2025	3/31/2026	\$96.40		
	\$312.52		4/1/2026	3/31/2027	\$100.26	4.00%	
	\$325.02		4/1/2027	3/31/2028	\$104.27	4.00%	
	\$338.02		4/1/2028	3/31/2029	\$108.44	4.00%	
	\$351.54		4/1/2029	3/31/2030	\$112.77	4.00%	
	\$365.60		4/1/2030	12/15/2030	\$117.29	4.00%	
Jose Avendano/Rail Support/Civil Engineer VII	\$346.76	NA	7/1/2025	3/31/2026	\$111.24		
	\$360.63		4/1/2026	3/31/2027	\$115.69	4.00%	
	\$375.05		4/1/2027	3/31/2028	\$120.32	4.00%	
	\$390.05		4/1/2028	3/31/2029	\$125.13	4.00%	
	\$405.65		4/1/2029	3/31/2030	\$130.14	4.00%	
	\$421.88		4/1/2030	12/15/2030	\$135.34	4.00%	
Jorge Felix/Rail Support/Civil Designer IV	\$167.17	NA	7/1/2025	3/31/2026	\$53.63		
	\$173.86		4/1/2026	3/31/2027	\$55.78	4.00%	
	\$180.82		4/1/2027	3/31/2028	\$58.01	4.00%	
	\$188.05		4/1/2028	3/31/2029	\$60.33	4.00%	
	\$195.57		4/1/2029	3/31/2030	\$62.74	4.00%	
	\$203.39		4/1/2030	12/15/2030	\$65.25	4.00%	
Bryce Gutierrez/Rail Support/Civil Designer III	\$172.35	NA	7/1/2025	3/31/2026	\$55.29		
	\$179.24		4/1/2026	3/31/2027	\$57.50	4.00%	
	\$186.41		4/1/2027	3/31/2028	\$59.80	4.00%	
	\$193.87		4/1/2028	3/31/2029	\$62.19	4.00%	
	\$201.62		4/1/2029	3/31/2030	\$64.68	4.00%	
	\$209.69		4/1/2030	12/15/2030	\$67.27	4.00%	
Project Administrator/Administrative	\$124.69	\$187.03	7/1/2025	3/31/2026	\$40.00		
	\$129.67		4/1/2026	3/31/2027	\$41.60	4.00%	
	\$134.86		4/1/2027	3/31/2028	\$43.26	4.00%	
	\$140.26		4/1/2028	3/31/2029	\$44.99	4.00%	
	\$145.87		4/1/2029	3/31/2030	\$46.79	4.00%	
	\$151.70		4/1/2030	12/15/2030	\$48.67	4.00%	

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 Moffatt & Nichol Prime Consultant Subconsultant TBD

Project No. TBD by Task Order Contract No. TBD Date 8/12/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Travel			At cost	TBD
Mileage			Per IRS Rate	TBD
Printing			At cost	TBD
Postage			At cost	TBD
				0
				0
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: Ross Lew, PE Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 08/12/2025

Email: rlew@moffattnichol.com Phone Number: +1 (949) 662-2327

Address: 555 Anton Blvd., Ste. 400, Costa Mesa, CA 92626

* 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:

Engineering & Environmental Services for Bridges, structures, Interchange & Roadway on an On-Call Basis

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

Note: Mark-ups are Not Allowed

Consultant Earth Mechanics, Inc. Prime Consultant: Subconsultant: X 2nd Tier Subconsultant:

Project No. _____ Contract No. TBD Contract Amount \$ TBD Date: 11/21/2025

For Combined Rate	50.72%	+	117.17%	=	167.89%
Fringe Benefit		+	General Administration		Combined ICR
For Home Office Rate		+		=	0.00%
Fringe Benefit		+	General Administration		Home Office ICR
For Field Rate		+		=	0.00%
Fringe Benefit		+	General Administration		Field Office ICR
					FEE % = 10.00%

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal	\$319.28	N/A	N/A	7/1/2025	6/30/2026	\$108.35		\$105.70 - \$111.00
	\$328.86	N/A	N/A	7/1/2026	6/30/2027	\$111.60	3.00%	\$108.87 - \$114.33
	\$338.73	N/A	N/A	7/1/2027	6/30/2028	\$114.95	3.00%	\$112.14 - \$117.76
	\$348.89	N/A	N/A	7/1/2028	6/30/2029	\$118.40	3.00%	\$115.50 - \$121.29
	\$359.36	N/A	N/A	7/1/2029	6/30/2030	\$121.95	3.00%	\$118.97 - \$124.93
	\$370.14	N/A	N/A	7/1/2030	12/15/2030	\$125.61	3.00%	\$122.54 - \$128.68
Sr. Principal Engineer / Geologist	\$296.59	N/A	N/A	7/1/2025	6/30/2026	\$100.65		\$95.70 - \$105.60
	\$305.49	N/A	N/A	7/1/2026	6/30/2027	\$103.67	3.00%	\$98.57 - \$108.77
	\$314.66	N/A	N/A	7/1/2027	6/30/2028	\$106.78	3.00%	\$101.53 - \$112.03
	\$324.10	N/A	N/A	7/1/2028	6/30/2029	\$109.98	3.00%	\$104.57 - \$115.39
	\$333.82	N/A	N/A	7/1/2029	6/30/2030	\$113.28	3.00%	\$107.71 - \$118.85
	\$343.83	N/A	N/A	7/1/2030	12/15/2030	\$116.68	3.00%	\$110.94 - \$122.42
Principal Engineer / Geologist	\$235.74	N/A	N/A	7/1/2025	6/30/2026	\$80.00		\$78.40 - \$81.60
	\$242.82	N/A	N/A	7/1/2026	6/30/2027	\$82.40	3.00%	\$80.75 - \$84.05
	\$250.10	N/A	N/A	7/1/2027	6/30/2028	\$84.87	3.00%	\$83.17 - \$86.57
	\$257.60	N/A	N/A	7/1/2028	6/30/2029	\$87.42	3.00%	\$85.67 - \$89.17
	\$265.33	N/A	N/A	7/1/2029	6/30/2030	\$90.04	3.00%	\$88.24 - \$91.84
	\$273.29	N/A	N/A	7/1/2030	12/15/2030	\$92.74	3.00%	\$90.89 - \$94.6
Senior Engineer / Geologist	\$213.94	N/A	N/A	7/1/2025	6/30/2026	\$72.60		\$66.90 - \$78.30
	\$220.36	N/A	N/A	7/1/2026	6/30/2027	\$74.78	3.00%	\$68.91 - \$80.65
	\$226.97	N/A	N/A	7/1/2027	6/30/2028	\$77.02	3.00%	\$70.97 - \$83.07
	\$233.77	N/A	N/A	7/1/2028	6/30/2029	\$79.33	3.00%	\$73.10 - \$85.56
	\$240.79	N/A	N/A	7/1/2029	6/30/2030	\$81.71	3.00%	\$75.30 - \$88.13
	\$248.01	N/A	N/A	7/1/2030	12/15/2030	\$84.16	3.00%	\$77.56 - \$90.77
Sr. Project Engineer / Geologist	\$178.58	N/A	N/A	7/1/2025	6/30/2026	\$60.60		\$60.50 - \$60.70
	\$183.93	N/A	N/A	7/1/2026	6/30/2027	\$62.42	3.00%	\$62.32 - \$62.52
	\$189.45	N/A	N/A	7/1/2027	6/30/2028	\$64.29	3.00%	\$64.18 - \$64.40
	\$195.13	N/A	N/A	7/1/2028	6/30/2029	\$66.22	3.00%	\$66.11 - \$66.33
	\$200.99	N/A	N/A	7/1/2029	6/30/2030	\$68.21	3.00%	\$68.09 - \$68.32
	\$207.02	N/A	N/A	7/1/2030	12/15/2030	\$70.25	3.00%	\$70.14 - \$70.37
Project Engineer / Geologist	\$166.64	N/A	N/A	7/1/2025	6/30/2026	\$56.55		\$52.80 - \$60.30
	\$171.64	N/A	N/A	7/1/2026	6/30/2027	\$58.25	3.00%	\$54.38 - \$62.11
	\$176.79	N/A	N/A	7/1/2027	6/30/2028	\$59.99	3.00%	\$56.02 - \$63.97
	\$182.09	N/A	N/A	7/1/2028	6/30/2029	\$61.79	3.00%	\$57.70 - \$65.89
	\$187.56	N/A	N/A	7/1/2029	6/30/2030	\$63.65	3.00%	\$59.43 - \$67.87
	\$193.18	N/A	N/A	7/1/2030	12/15/2030	\$65.56	3.00%	\$61.21 - \$69.90
Sr. Staff Engineer / Geologist	\$151.76	N/A	N/A	7/1/2025	6/30/2026	\$51.50		\$49.60 - \$53.40
	\$156.31	N/A	N/A	7/1/2026	6/30/2027	\$53.05	3.00%	\$51.09 - \$55.00
	\$161.00	N/A	N/A	7/1/2027	6/30/2028	\$54.64	3.00%	\$52.62 - \$56.65
	\$165.83	N/A	N/A	7/1/2028	6/30/2029	\$56.28	3.00%	\$54.20 - \$58.35
	\$170.81	N/A	N/A	7/1/2029	6/30/2030	\$57.96	3.00%	\$55.83 - \$60.10
	\$175.93	N/A	N/A	7/1/2030	12/15/2030	\$59.70	3.00%	\$57.50 - \$61.91
Staff Engineer / Geologist	\$113.89	N/A	N/A	7/1/2025	6/30/2026	\$38.65		\$35.50 - \$41.80
	\$117.31	N/A	N/A	7/1/2026	6/30/2027	\$39.81	3.00%	\$36.57 - \$43.05
	\$120.83	N/A	N/A	7/1/2027	6/30/2028	\$41.00	3.00%	\$37.66 - \$44.35
	\$124.45	N/A	N/A	7/1/2028	6/30/2029	\$42.23	3.00%	\$38.79 - \$45.68
	\$128.19	N/A	N/A	7/1/2029	6/30/2030	\$43.50	3.00%	\$39.96 - \$47.05
	\$132.03	N/A	N/A	7/1/2030	12/15/2030	\$44.81	3.00%	\$41.15 - \$48.46
Senior Technician	\$155.74	N/A	N/A	7/1/2025	6/30/2026	\$52.85		\$51.60 - \$54.10
	\$160.41	N/A	N/A	7/1/2026	6/30/2027	\$54.44	3.00%	\$53.15 - \$55.72
	\$165.22	N/A	N/A	7/1/2027	6/30/2028	\$56.07	3.00%	\$54.74 - \$57.39
	\$170.18	N/A	N/A	7/1/2028	6/30/2029	\$57.75	3.00%	\$56.38 - \$59.12
	\$175.28	N/A	N/A	7/1/2029	6/30/2030	\$59.48	3.00%	\$58.08 - \$60.89
	\$180.54	N/A	N/A	7/1/2030	12/15/2030	\$61.27	3.00%	\$59.82 - \$62.72
Technician (non-exempt)	\$75.59	\$113.38	\$151.17	7/1/2025	6/30/2026	\$25.65		\$21.10 - \$30.20
	\$77.85	\$116.78	\$155.71	7/1/2026	6/30/2027	\$26.42	3.00%	\$21.73 - \$31.11
	\$80.19	\$120.28	\$160.38	7/1/2027	6/30/2028	\$27.21	3.00%	\$22.38 - \$32.04
	\$82.59	\$123.89	\$165.19	7/1/2028	6/30/2029	\$28.03	3.00%	\$23.06 - \$33.00
	\$85.07	\$127.61	\$170.14	7/1/2029	6/30/2030	\$28.87	3.00%	\$23.75 - \$33.99
	\$87.62	\$131.44	\$175.25	7/1/2030	12/15/2030	\$29.74	3.00%	\$24.46 - \$35.01
Project Analyst	\$123.47	N/A	N/A	7/1/2025	6/30/2026	\$41.90		\$35.70 - \$48.10
	\$127.17	N/A	N/A	7/1/2026	6/30/2027	\$43.16	3.00%	\$36.77 - \$49.54
	\$130.99	N/A	N/A	7/1/2027	6/30/2028	\$44.45	3.00%	\$37.87 - \$51.03
	\$134.92	N/A	N/A	7/1/2028	6/30/2029	\$45.79	3.00%	\$39.01 - \$52.56
	\$138.97	N/A	N/A	7/1/2029	6/30/2030	\$47.16	3.00%	\$40.18 - \$54.14
	\$143.14	N/A	N/A	7/1/2030	12/15/2030	\$48.57	3.00%	\$41.39 - \$55.76

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.

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

Note: Mark-ups are Not Allowed
 Consultant

Earth Mechanics, Inc. Prime Consultant:

Subconsultant: X

2nd Tier Subconsultant:

Project No. _____ Contract No. TBD

Date: 8/12/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	10000	Mile	\$ 0.70	\$ 7,000.00
Per Diem	20	Day	\$ 150.00	\$ 3,000.00
Drill Rig Rental	50	Day	\$ 6,000.00	\$ 300,000.00
Traffic Control Rental	50	Day	\$ 3,000.00	\$ 150,000.00
Drum Disposal	200	Each	\$ 225.00	\$ 45,000.00
Specialty Lab Testing	75	Each	\$ 350.00	\$ 26,250.00
Permit Fees	25	Each	\$ 500.00	\$ 12,500.00
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- If a consultant proposed 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 vehicle that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages, if necessary.
- Subconsultants must provide their own cost proposals.

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Alaheswaran Thurairajah</u>	Title *:	<u>President</u>
Signature:	<u></u>	Date of Certification:	<u>8/12/2025</u>
Email:	<u>A.Thurairajah@earthmech.com</u>	Phone number:	<u>714-751-3826</u>
Address:	<u>765 North Main Street, Suite 136, Corona, CA 92880</u>		

* 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:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

Consultant or Subconsultant: CL Survey & Mapping, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant
Project No. Structures & Roadway On-Call Contract No. _____ Participation Amount: \$ _____ Date: 11/20/2025

Regular	Fringe Benefit%		Overhead%		G&A %		Combined %
	80.68%	+	52.39%	+	52.39%	=	185.46%
Overtime	80.68%	+	52.39%	+	52.39%	=	185.46%
					FEE %	=	10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Robert D. Vasquez, PLS * Survey Manager	334.32	N/C	N/C	7/1/2025	6/30/2026	106.47	0%	\$95-\$110
	347.70	N/C	N/C	7/1/2026	6/30/2027	110.73	4.00%	\$95-\$110
	361.61	N/C	N/C	7/1/2027	6/30/2028	115.16	4.00%	\$95-\$110
	376.08	N/C	N/C	7/1/2028	6/30/2029	119.77	4.00%	\$95-\$110
	391.13	N/C	N/C	7/1/2029	6/30/2030	124.56	4.00%	\$95-\$110
Exempt	406.76	N/C	N/C	7/1/2030	12/15/2030	129.54	4.00%	\$95-\$110
Lam Le, PLS * Project Surveyor	314.01	N/C	N/C	7/1/2025	6/30/2026	100.00	0%	\$75-\$105
	326.57	N/C	N/C	7/1/2026	6/30/2027	104.00	4.00%	\$75-\$105
	339.63	N/C	N/C	7/1/2027	6/30/2028	108.16	4.00%	\$75-\$105
	353.23	N/C	N/C	7/1/2028	6/30/2029	112.49	4.00%	\$75-\$105
	367.36	N/C	N/C	7/1/2029	6/30/2030	116.99	4.00%	\$75-\$105
Exempt	382.05	N/C	N/C	7/1/2030	12/15/2030	121.67	4.00%	\$75-\$105
Jarrod Smith, PLS Project Surveyor	204.10	236.60	269.10	7/1/2025	6/30/2026	65.00	0%	\$60-\$85
	212.27	246.07	279.87	7/1/2026	6/30/2027	67.60	4.00%	\$60-\$85
	220.75	255.90	291.05	7/1/2027	6/30/2028	70.30	4.00%	\$60-\$85
	229.57	266.12	302.68	7/1/2028	6/30/2029	73.11	4.00%	\$60-\$85
	238.74	276.75	314.77	7/1/2029	6/30/2030	76.03	4.00%	\$60-\$85
Non-Exempt	248.28	287.82	327.35	7/1/2030	12/15/2030	79.07	4.00%	\$60-\$85
Survey Technician Survey Technician	188.40	218.40	248.40	7/1/2025	6/30/2026	60.00	0%	\$40-\$50
	195.94	227.14	258.34	7/1/2026	6/30/2027	62.40	4.00%	\$40-\$50
	203.79	236.24	268.69	7/1/2027	6/30/2028	64.90	4.00%	\$40-\$50
	211.95	245.70	279.45	7/1/2028	6/30/2029	67.50	4.00%	\$40-\$50
	220.43	255.53	290.63	7/1/2029	6/30/2030	70.20	4.00%	\$40-\$50
Non-Exempt	229.26	265.76	302.27	7/1/2030	12/15/2030	73.01	4.00%	\$40-\$50
Project Coordinator Non-Exempt	172.70	200.20	227.70	7/1/2025	6/30/2026	55.00	0%	\$56-\$70
	179.61	208.21	236.81	7/1/2026	6/30/2027	57.20	4.00%	\$56-\$70
	186.80	216.55	246.29	7/1/2027	6/30/2028	59.49	4.00%	\$56-\$70
	194.28	225.21	256.15	7/1/2028	6/30/2029	61.87	4.00%	\$56-\$70
	202.03	234.20	266.37	7/1/2029	6/30/2030	64.34	4.00%	\$56-\$70
Non-Exempt	210.10	243.56	277.01	7/1/2030	12/15/2030	66.91	4.00%	\$56-\$70
Survey Party Chief ** Survey Party Chief	201.00	233.00	265.01	7/1/2025	6/30/2026	64.01	0%	\$64-\$80
	209.03	242.32	275.60	7/1/2026	6/30/2027	66.57	4.00%	\$64-\$80
	217.39	252.00	286.62	7/1/2027	6/30/2028	69.23	4.00%	\$64-\$80
	226.08	262.08	298.08	7/1/2028	6/30/2029	72.00	4.00%	\$64-\$80
	235.13	272.57	310.01	7/1/2029	6/30/2030	74.88	4.00%	\$64-\$80
Non-Exempt	244.55	283.49	322.43	7/1/2030	12/15/2030	77.88	4.00%	\$64-\$80
Survey Chainman ** Survey Chainman	178.29	206.68	235.07	7/1/2025	6/30/2026	56.78	0%	\$56-\$70
	185.42	214.95	244.47	7/1/2026	6/30/2027	59.05	4.00%	\$56-\$70
	192.83	223.54	254.24	7/1/2027	6/30/2028	61.41	4.00%	\$56-\$70
	200.56	232.49	264.43	7/1/2028	6/30/2029	63.87	4.00%	\$56-\$70
	208.56	241.77	274.98	7/1/2029	6/30/2030	66.42	4.00%	\$56-\$70
Non-Exempt	216.92	251.46	286.00	7/1/2030	12/15/2030	69.08	4.00%	\$56-\$70

Notes:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- 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.
- 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
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: CL Surveying & Mapping

Prime Consultant

Subconsultant

Project No. Structures & Roadway On-Call

Contract No. _____

Date: 8/12/2025

Description of Item	Quantity	Unit	Unit Cost	Total
N/A				
Per diem per Caltrans guidelines		Day	Note 6	TBD

NOTES:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Lam Le, PLS Title*: President / CEO

Signature:  Date of Certification (mm/dd/yyyy): 8/12/2025

Email: lam@cl-survey.com Phone Number: 909.484.4200

Address: 400 East Rincon Street, Suite 202, Corona, CA 92879

* 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 of services the consultant is providing under the proposed contract:

Land Surveying Services

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
BILLING RATES

Note: Mark-ups are Not Allowed

Consultant Costin Public Outreach Group, Inc.
 Project No. _____ Contract No. _____

Prime Consultant Participation Amount \$1,500,000.00
 Subconsultant Date 21-Nov-25

Office Staff Rate 0.00% + Overhead % 133.14% + G&A% 0.00% = Combined Indirect Cost Rate(ICR)% 133.14%

(=0% if Included in OH) (=0% if Included in OH) FEE %=10.00%

Name/ Job Title/ Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Sara Costin Mockus, Outreach Manager	\$191.21	N/A	N/A	7/1/25	6/30/26	\$74.56		
	\$196.95	N/A	N/A	7/1/26	6/30/27	\$76.80	3.00%	
	\$202.86	N/A	N/A	7/1/27	6/30/28	\$79.10	3.00%	
	\$208.94	N/A	N/A	7/1/28	6/30/29	\$81.47	3.00%	
	\$215.21	N/A	N/A	7/1/29	6/30/30	\$83.92	3.00%	
Tina Day, Senior Community Liaison	\$221.67	N/A	N/A	7/1/30	12/15/30	\$86.44	3.00%	
	\$168.13	N/A	N/A	7/1/25	6/30/26	\$65.56		
	\$173.18	N/A	N/A	7/1/26	6/30/27	\$67.53	3.00%	
	\$178.37	N/A	N/A	7/1/27	6/30/28	\$69.55	3.00%	
	\$183.72	N/A	N/A	7/1/28	6/30/29	\$71.64	3.00%	
Christina Murphy, Community Liaison	\$189.23	N/A	N/A	7/1/29	6/30/30	\$73.79	3.00%	
	\$194.91	N/A	N/A	7/1/30	12/15/30	\$76.00	3.00%	
	\$148.10	N/A	N/A	7/1/25	6/30/26	\$57.75		
	\$152.55	N/A	N/A	7/1/26	6/30/27	\$59.48	3.00%	
	\$157.12	N/A	N/A	7/1/27	6/30/28	\$61.27	3.00%	
Cynthia Unzueta, Assistant Community Liaison	\$161.84	N/A	N/A	7/1/28	6/30/29	\$63.10	3.00%	
	\$166.69	N/A	N/A	7/1/29	6/30/30	\$65.00	3.00%	
	\$171.69	N/A	N/A	7/1/30	12/15/30	\$66.95	3.00%	
	\$102.58	N/A	N/A	7/1/25	6/30/26	\$40.00		
	\$105.66	N/A	N/A	7/1/26	6/30/27	\$41.20	3.00%	
Patty Vasquez, Account Coordinator	\$108.83	N/A	N/A	7/1/27	6/30/28	\$42.44	3.00%	
	\$112.09	N/A	N/A	7/1/28	6/30/29	\$43.71	3.00%	
	\$115.46	N/A	N/A	7/1/29	6/30/30	\$45.02	3.00%	
	\$118.92	N/A	N/A	7/1/30	12/15/30	\$46.37	3.00%	
	\$89.76	N/A	N/A	7/1/25	6/30/26	\$35.00		
Alyssa Trautz, Graphic Designer	\$92.45	N/A	N/A	7/1/26	6/30/27	\$36.05	3.00%	
	\$95.23	N/A	N/A	7/1/27	6/30/28	\$37.13	3.00%	
	\$98.08	N/A	N/A	7/1/28	6/30/29	\$38.25	3.00%	
	\$101.02	N/A	N/A	7/1/29	6/30/30	\$39.39	3.00%	
	\$104.06	N/A	N/A	7/1/30	12/15/30	\$40.57	3.00%	
	\$115.40	N/A	N/A	7/1/25	6/30/26	\$45.00		
	\$118.87	N/A	N/A	7/1/26	6/30/27	\$46.35	3.00%	
	\$122.43	N/A	N/A	7/1/27	6/30/28	\$47.74	3.00%	
	\$126.11	N/A	N/A	7/1/28	6/30/29	\$49.17	3.00%	
	\$129.89	N/A	N/A	7/1/29	6/30/30	\$50.65	3.00%	
	\$133.79	N/A	N/A	7/1/30	12/15/30	\$52.17	3.00%	

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

Note: Mark-ups are Not Allowed

Consultant: Costin Public Outreach Group, Inc.

Prime Consultant **Subconsultant** 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date 8/12/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	mile	IRS Rate	TBD
Equipment Rental and Supplies	TBD	each	at cost	
Outside Printing & Reproduction	TBD	each	at cost	
Postage & Mailing	TBD	each	at cost	
Outreach Materials/Supplies/Exhibits	TBD	each	at cost	
Technology/Video	TBD	each	at cost	
Advertising	TBD	each	at cost	
Translation/Interpretation	TBD	each	at cost	
Subconsultant 1:			\$ -	\$ -
Subconsultant 2:			\$ -	\$ -
Subconsultant 3:			\$ -	\$ -
Subconsultant 4:			\$ -	\$ -
Subconsultant 5:			\$ -	\$ -
Subconsultant 6:			\$ -	\$ -

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- 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.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

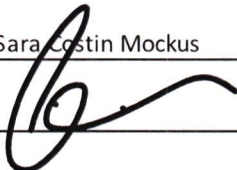
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract.
- 9. [Title 23 United State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Sara Costin Mockus Title*: CEO/Owner

Signature:  Date of Certification (mm/dd/yyyy): 8/12/25

Email: sara@cpoginc.com Phone Number: (310) 806-3825

Address: 18091 Fieldbury Lane, Huntington Beach, CA 92647

* 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 of services the consultant is providing under the proposed contract:

Public Outreach

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
BILLING RATES

Note: Mark-ups are Not Allowed

Consultant **Duke Cultural Resources Management, LLC** Prime Consultant **Subconsultant** x 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Participation Amount _____ Date 7/31/2025
 Office Staff Rate Fringe % + Overhead % + G&A% = Combined Indirect Cost Rate(ICR)%
 46.18% + _____ + 119.25% = 165.43%

(=0% if Included in OH) (=0% if Included in OH) FEE %= **12.00%**

Name/ Job Title/ Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Curt Duke, M.A. RPA	\$237.83	\$356.74	\$475.65	7/1/2025	6/30/2026	\$80.00		
Project Manager/Principal Investigator, Prehistoric Archaeology	\$244.96	\$367.44	\$489.92	7/1/2026	6/30/2027	\$82.40	3.00%	
Exempt	\$252.31	\$378.46	\$504.62	7/1/2027	6/30/2028	\$84.87	3.00%	
	\$259.88	\$389.82	\$519.76	7/1/2028	6/30/2029	\$87.42	3.00%	
	\$267.67	\$401.51	\$535.35	7/1/2029	6/30/2030	\$90.04	3.00%	
	\$275.70	\$413.56	\$551.41	7/1/2030	12/15/2030	\$92.74	3.00%	
Melissa Macias	\$133.78	\$200.67	\$267.55	7/1/2025	6/30/2026	\$45.00		
Principal Investigator/Paleontologist/GIS Analyst	\$137.79	\$206.69	\$275.58	7/1/2026	6/30/2027	\$46.35	3.00%	
Exempt	\$141.92	\$212.89	\$283.85	7/1/2027	6/30/2028	\$47.74	3.00%	
	\$146.18	\$219.27	\$292.36	7/1/2028	6/30/2029	\$49.17	3.00%	
	\$150.57	\$225.85	\$301.13	7/1/2029	6/30/2030	\$50.65	3.00%	
	\$155.08	\$232.63	\$310.17	7/1/2030	12/15/2030	\$52.17	3.00%	
Sharron Beth Bennett	\$133.78	\$200.67	\$267.55	7/1/2025	6/30/2026	\$45.00		
Technical Editor	\$137.79	\$206.69	\$275.58	7/1/2026	6/30/2027	\$46.35	3.00%	
Non-exempt	\$141.92	\$212.89	\$283.85	7/1/2027	6/30/2028	\$47.74	3.00%	
	\$146.18	\$219.27	\$292.36	7/1/2028	6/30/2029	\$49.17	3.00%	
	\$150.57	\$225.85	\$301.13	7/1/2029	6/30/2030	\$50.65	3.00%	
	\$155.08	\$232.63	\$310.17	7/1/2030	12/15/2030	\$52.17	3.00%	
Shawn Steinhardt	\$132.91	\$199.37	\$265.83	7/1/2025	6/30/2026	\$44.71		
Project Assistant	\$136.90	\$205.35	\$273.80	7/1/2026	6/30/2027	\$46.05	3.00%	
Exempt	\$141.01	\$211.51	\$282.02	7/1/2027	6/30/2028	\$47.43	3.00%	
	\$145.24	\$217.86	\$290.48	7/1/2028	6/30/2029	\$48.86	3.00%	
	\$149.60	\$224.39	\$299.19	7/1/2029	6/30/2030	\$50.32	3.00%	
	\$154.08	\$231.13	\$308.17	7/1/2030	12/15/2030	\$51.83	3.00%	
Morgan Belgie, M.A. RPA	\$127.83	\$191.75	\$255.66	7/1/2025	6/30/2026	\$43.00		
Task Order Manager/Co-Principal Investigator, Prehistoric Archaeology	\$131.67	\$197.50	\$263.33	7/1/2026	6/30/2027	\$44.29	3.00%	
Exempt	\$135.62	\$203.42	\$271.23	7/1/2027	6/30/2028	\$45.62	3.00%	
	\$139.68	\$209.53	\$279.37	7/1/2028	6/30/2029	\$46.99	3.00%	
	\$143.88	\$215.81	\$287.75	7/1/2029	6/30/2030	\$48.40	3.00%	
	\$148.19	\$222.29	\$296.38	7/1/2030	12/15/2030	\$49.85	3.00%	
Alexandria Bulato	\$127.83	\$191.75	\$255.66	7/1/2025	6/30/2026	\$43.00		
Co-Principal Investigator, Archaeologist	\$131.67	\$197.50	\$263.33	7/1/2026	6/30/2027	\$44.29	3.00%	
Exempt	\$135.62	\$203.42	\$271.23	7/1/2027	6/30/2028	\$45.62	3.00%	
	\$139.68	\$209.53	\$279.37	7/1/2028	6/30/2029	\$46.99	3.00%	
	\$143.88	\$215.81	\$287.75	7/1/2029	6/30/2030	\$48.40	3.00%	
	\$148.19	\$222.29	\$296.38	7/1/2030	12/15/2030	\$49.85	3.00%	

Adrian Garibay, B.S.	\$89.18	\$133.78	\$178.37	7/1/2025	6/30/2026	\$30.00	
Paleontological Monitor/ Archaeological Crew Member	\$91.86	\$137.79	\$183.72	7/1/2026	6/30/2027	\$30.90	3.00%
Non-exempt	\$94.62	\$141.92	\$189.23	7/1/2027	6/30/2028	\$31.83	3.00%
	\$97.45	\$146.18	\$194.91	7/1/2028	6/30/2029	\$32.78	3.00%
	\$100.38	\$150.57	\$200.76	7/1/2029	6/30/2030	\$33.77	3.00%
	\$103.39	\$155.08	\$206.78	7/1/2030	12/15/2030	\$34.78	3.00%
Arturo Aldaco	\$86.21	\$129.32	\$172.42	7/1/2025	6/30/2026	\$29.00	
Archaeological Crew Member	\$88.80	\$133.20	\$177.60	7/1/2026	6/30/2027	\$29.87	3.00%
Non-exempt	\$91.46	\$137.19	\$182.92	7/1/2027	6/30/2028	\$30.77	3.00%
	\$94.21	\$141.31	\$188.41	7/1/2028	6/30/2029	\$31.69	3.00%
	\$97.03	\$145.55	\$194.06	7/1/2029	6/30/2030	\$32.64	3.00%
	\$99.94	\$149.91	\$199.89	7/1/2030	12/15/2030	\$33.62	3.00%
Sophia Muller, B.A.	\$86.21	\$129.32	\$172.42	7/1/2025	6/30/2026	\$29.00	
Lead Archaeological Surveyor/Paleontological Monitor	\$88.80	\$133.20	\$177.60	7/1/2026	6/30/2027	\$29.87	3.00%
Non-exempt	\$91.46	\$137.19	\$182.92	7/1/2027	6/30/2028	\$30.77	3.00%
	\$94.21	\$141.31	\$188.41	7/1/2028	6/30/2029	\$31.69	3.00%
	\$97.03	\$145.55	\$194.06	7/1/2029	6/30/2030	\$32.64	3.00%
	\$99.94	\$149.91	\$199.89	7/1/2030	12/15/2030	\$33.62	3.00%
Nicolas Hostetter	\$83.24	\$124.86	\$166.48	7/1/2025	6/30/2026	\$28.00	
Archaeological Crew Member	\$85.74	\$128.60	\$171.47	7/1/2026	6/30/2027	\$28.84	3.00%
Non-exempt	\$88.31	\$132.46	\$176.62	7/1/2027	6/30/2028	\$29.71	3.00%
	\$90.96	\$136.44	\$181.91	7/1/2028	6/30/2029	\$30.60	3.00%
	\$93.69	\$140.53	\$187.37	7/1/2029	6/30/2030	\$31.51	3.00%
	\$96.50	\$144.74	\$192.99	7/1/2030	12/15/2030	\$32.46	3.00%
Shawn Keef	\$80.27	\$120.40	\$160.53	7/1/2025	6/30/2026	\$27.00	
Archaeological Crew Member	\$82.67	\$124.01	\$165.35	7/1/2026	6/30/2027	\$27.81	3.00%
Non-exempt	\$85.15	\$127.73	\$170.31	7/1/2027	6/30/2028	\$28.64	3.00%
	\$87.71	\$131.56	\$175.42	7/1/2028	6/30/2029	\$29.50	3.00%
	\$90.34	\$135.51	\$180.68	7/1/2029	6/30/2030	\$30.39	3.00%
	\$93.05	\$139.58	\$186.10	7/1/2030	12/15/2030	\$31.30	3.00%
Greg Vasquez	\$74.32	\$111.48	\$148.64	7/1/2025	6/30/2026	\$25.00	
Archaeological Crew Member	\$76.55	\$114.83	\$153.10	7/1/2026	6/30/2027	\$25.75	3.00%
Non-exempt	\$78.85	\$118.27	\$157.69	7/1/2027	6/30/2028	\$26.52	3.00%
	\$81.21	\$121.82	\$162.42	7/1/2028	6/30/2029	\$27.32	3.00%
	\$83.65	\$125.47	\$167.30	7/1/2029	6/30/2030	\$28.14	3.00%
	\$86.16	\$129.24	\$172.32	7/1/2030	12/15/2030	\$28.98	3.00%
Lauren Biltonen, B.A.	\$74.32	\$111.48	\$148.64	7/1/2025	6/30/2026	\$25.00	
Lead Archaeological Surveyor/Paleontological Monitor	\$76.55	\$114.83	\$153.10	7/1/2026	6/30/2027	\$25.75	3.00%
Non-exempt	\$78.85	\$118.27	\$157.69	7/1/2027	6/30/2028	\$26.52	3.00%
	\$81.21	\$121.82	\$162.42	7/1/2028	6/30/2029	\$27.32	3.00%
	\$83.65	\$125.47	\$167.30	7/1/2029	6/30/2030	\$28.14	3.00%
	\$86.16	\$129.24	\$172.32	7/1/2030	12/15/2030	\$28.98	3.00%
Cristian Crump	\$71.35	\$107.02	\$142.70	7/1/2025	6/30/2026	\$24.00	
Archaeological Crew Member	\$73.49	\$110.23	\$146.98	7/1/2026	6/30/2027	\$24.72	3.00%
Non-exempt	\$75.69	\$113.54	\$151.39	7/1/2027	6/30/2028	\$25.46	3.00%
	\$77.96	\$116.95	\$155.93	7/1/2028	6/30/2029	\$26.23	3.00%
	\$80.30	\$120.45	\$160.60	7/1/2029	6/30/2030	\$27.01	3.00%
	\$82.71	\$124.07	\$165.42	7/1/2030	12/15/2030	\$27.82	3.00%
Olivia Mendoza-Blajos	\$65.40	\$98.10	\$130.80	7/1/2025	6/30/2026	\$22.00	
Archaeological Crew Member	\$67.36	\$101.05	\$134.73	7/1/2026	6/30/2027	\$22.66	3.00%
Non-exempt	\$69.38	\$104.08	\$138.77	7/1/2027	6/30/2028	\$23.34	3.00%
	\$71.47	\$107.20	\$142.93	7/1/2028	6/30/2029	\$24.04	3.00%
	\$73.61	\$110.42	\$147.22	7/1/2029	6/30/2030	\$24.76	3.00%
	\$75.82	\$113.73	\$151.64	7/1/2030	12/15/2030	\$25.50	3.00%
Michelle Dominguez	\$65.40	\$98.10	\$130.80	7/1/2025	6/30/2026	\$22.00	
Archaeological Crew Member/Paleontological Monitor	\$67.36	\$101.05	\$134.73	7/1/2026	6/30/2027	\$22.66	3.00%
Non-exempt	\$69.38	\$104.08	\$138.77	7/1/2027	6/30/2028	\$23.34	3.00%
	\$71.47	\$107.20	\$142.93	7/1/2028	6/30/2029	\$24.04	3.00%
	\$73.61	\$110.42	\$147.22	7/1/2029	6/30/2030	\$24.76	3.00%
	\$75.82	\$113.73	\$151.64	7/1/2030	12/15/2030	\$25.50	3.00%

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 proposal.
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 cognized 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 Duke Cultural Resources Management, LLC Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____

Date 8/13/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage		Mile	\$0.70	\$0.00
HRA/Dana Supernowicz (Architectural Historian Subconsultant)		Hour	\$100	\$0.00
South Coast Information Center/SDSU (Vendor)		Hour	\$100	\$0.00
Western Science Center (Vendor)		Project	\$200	\$0.00
Beta Analytic Testing Lab (Vendor)		Sample	Varies	\$0.00
PaleoResearch Institute (Vendor)		Sample	Varies	\$0.00
Origer's Obsidian Laboratory (Vendor)		Sample	Varies	\$0.00
Geochemical Research Laboratory (Vendor)		Sample	\$35-\$45	\$0.00
Westcoast Backhoe		Day	TBD	\$0.00
Traffic Management Inc. (Vendor)		Day	TBD	\$0.00

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- 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.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

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: Curt Duke Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 8/13/2025

Email: curt@dukecrm.com Phone Number: 949-356-6660

Address: 18 Technology Drive, Suite 103, Irvine CA 92618

*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:

Archaeological/Historical/Paleontological services
--

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
BILLING RATES

Note: Mark-ups are Not Allowed

Consultant EGP Project No. _____ Contract No. _____	Prime Consultant Participation Amount _____	Subconsultant x _____	2nd Tier Subconsultant Date _____
Fringe % + Overhead %		G&A% = Combined Indirect Cost Rate(ICR)%	
Office Staff Rate	0.00%	120.00%	120.00%

(=0% if Included in OH)

(=0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/ Job Title/ Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Angie Kung, Principal Environmental Planner	\$199.65	N/A	N/A	7/1/2025	6/30/2026	\$82.50		
	\$205.64	N/A	N/A	7/1/2026	6/30/2027	\$84.98	3.00%	
	\$211.81	N/A	N/A	7/1/2027	6/30/2028	\$87.52	3.00%	
	\$218.16	N/A	N/A	7/1/2028	6/30/2029	\$90.15	3.00%	
	\$224.71	N/A	N/A	7/1/2029	6/30/2030	\$92.85	3.00%	
Sarah Barrera, Senior Biologist	\$231.45	N/A	N/A	7/1/2030	12/15/2030	\$95.64	3.00%	
	\$134.79	N/A	N/A	7/1/2025	6/30/2026	\$55.70		
	\$138.84	N/A	N/A	7/1/2026	6/30/2027	\$57.37	3.00%	
	\$143.00	N/A	N/A	7/1/2027	6/30/2028	\$59.09	3.00%	
	\$147.29	N/A	N/A	7/1/2028	6/30/2029	\$60.86	3.00%	
Natalie Brim Sobel, Senior Environmental Planner	\$151.71	N/A	N/A	7/1/2029	6/30/2030	\$62.69	3.00%	
	\$156.26	N/A	N/A	7/1/2030	12/15/2030	\$64.57	3.00%	
	\$130.87	N/A	N/A	7/1/2025	6/30/2026	\$54.08		
	\$134.80	N/A	N/A	7/1/2026	6/30/2027	\$55.70	3.00%	
	\$138.84	N/A	N/A	7/1/2027	6/30/2028	\$57.37	3.00%	
\$143.01	N/A	N/A	7/1/2028	6/30/2029	\$59.09	3.00%		
\$147.30			7/1/2029	6/30/2030	\$60.87	3.00%		
\$151.72	N/A	N/A	7/1/2030	12/15/2025	\$62.69	3.00%		

Notes:

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles Subconsultants will provide their own cost proposal.
- The Cost proposal format shall not be amended.
- 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 cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- 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 EGP Consulting, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. TBD

Date 8/13/2025

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		miles	0.7	At Cost
Project Materials, Equipment Rental and Supplies				At Cost
Reproduction, Printing, Photographic Costs				At Cost
Postage, Courier Services, Overnight Mailing				At Cost
Travel - Meals & Incidentals				At Cost
Travel - Lodging, Rental Vehicle, Fuel, Parking, Tolls				At Cost
Travel - Transportation/Commute Fares				At Cost
Research Fees, Record Searches, Permit Fees				At Cost
Subconsultants				At Cost
				At Cost
Subconsultant 1:				At Cost
Subconsultant 2:				At Cost
Subconsultant 3:				At Cost
Subconsultant 4:				At Cost
				At Cost

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
-
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
-
-
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

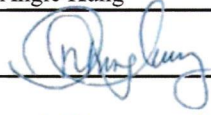
Certification of Direct Costs

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:

<p>Signature : <u>Angie Kung</u> </p> <p>Email: <u>angie@egpconsult.com</u></p> <p>Address: <u>313 Berkshire Irvine, CA 92620</u></p>	<p>Title *: <u>CEO Principal Environmental Planner</u></p> <p>Date of Certification (mm/dd/yyyy): <u>8/13/2025</u></p> <p>Phone Number: <u>714.248.6006</u></p>
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*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.

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
BILLING RATES

Note: Mark-ups are Not Allowed

Consultant Fehr & Peers	Contract No. _____	Prime Consultant Subconsultant x	2nd Tier Subconsultant
Project No. _____		Participation Amount _____	Date <u>7/31/2025</u>
Office Staff Rate	Fringe % 60.79%	+ Overhead % 88.46%	+ G&A % 29.87%
			= Combined Indirect Cost Rate(ICR)% 179.12%

(=0% if Included in OH)
BILLING INFORMATION

(=0% if Included in OH)

FEE % = **10.00%**

CALCULATION INFORMATION

Name/ Job Title/ Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Jason Pack, P.E. - Principal	\$364.60	\$546.90	\$729.20	7/1/2025	6/30/2026	\$118.75		
	\$375.54	\$563.31	\$751.08	7/1/2026	6/30/2027	\$122.31	3.00%	
	\$386.80	\$580.21	\$773.61	7/1/2027	6/30/2028	\$125.98	3.00%	
	\$398.41	\$597.61	\$796.82	7/1/2028	6/30/2029	\$129.76	3.00%	
	\$410.36	\$615.54	\$820.72	7/1/2029	6/30/2030	\$133.65	3.00%	
	\$422.67	\$634.01	\$845.34	7/1/2030	12/15/2030	\$137.66	3.00%	
Delia Votsch, P.E. - Associate	\$221.43	\$332.15	\$442.86	7/1/2025	6/30/2026	\$72.12		
	\$228.07	\$342.11	\$456.15	7/1/2026	6/30/2027	\$74.28	3.00%	
	\$234.92	\$352.37	\$469.83	7/1/2027	6/30/2028	\$76.51	3.00%	
	\$241.96	\$362.95	\$483.93	7/1/2028	6/30/2029	\$78.81	3.00%	
	\$249.22	\$373.83	\$498.45	7/1/2029	6/30/2030	\$81.17	3.00%	
	\$256.70	\$385.05	\$513.40	7/1/2030	12/15/2030	\$83.61	3.00%	
Paul Herrmann, P.E. - Senior Associate	\$243.57	\$365.35	\$487.14	7/1/2025	6/30/2026	\$79.33		
	\$250.88	\$376.31	\$501.75	7/1/2026	6/30/2027	\$81.71	3.00%	
	\$258.40	\$387.60	\$516.80	7/1/2027	6/30/2028	\$84.16	3.00%	
	\$266.15	\$399.23	\$532.31	7/1/2028	6/30/2029	\$86.69	3.00%	
	\$274.14	\$411.21	\$548.28	7/1/2029	6/30/2030	\$89.29	3.00%	
	\$282.36	\$423.54	\$564.73	7/1/2030	12/15/2030	\$91.97	3.00%	
Diwu Zhou, P.E. RSP1 - Associate	\$214.77	\$322.15	\$429.54	7/1/2025	6/30/2026	\$69.95		
	\$221.21	\$331.82	\$442.42	7/1/2026	6/30/2027	\$72.05	3.00%	
	\$227.85	\$341.77	\$455.70	7/1/2027	6/30/2028	\$74.21	3.00%	
	\$234.68	\$352.03	\$469.37	7/1/2028	6/30/2029	\$76.44	3.00%	
	\$241.72	\$362.59	\$483.45	7/1/2029	6/30/2030	\$78.73	3.00%	
	\$248.98	\$373.46	\$497.95	7/1/2030	12/15/2030	\$81.09	3.00%	
Baldwin Ngai - Senior Engineer	\$175.65	\$263.48	\$351.31	7/1/2025	6/30/2026	\$57.21		
	\$180.92	\$271.38	\$361.85	7/1/2026	6/30/2027	\$58.93	3.00%	
	\$186.35	\$279.53	\$372.70	7/1/2027	6/30/2028	\$60.69	3.00%	
	\$191.94	\$287.91	\$383.88	7/1/2028	6/30/2029	\$62.51	3.00%	
	\$197.70	\$296.55	\$395.40	7/1/2029	6/30/2030	\$64.39	3.00%	
	\$203.63	\$305.44	\$407.26	7/1/2030	12/15/2030	\$66.32	3.00%	
Claude Strayer, P.E. - Principal	\$287.84	\$431.76	\$575.69	7/1/2025	6/30/2026	\$93.75		
	\$296.48	\$444.72	\$592.96	7/1/2026	6/30/2027	\$96.56	3.00%	
	\$305.37	\$458.06	\$610.74	7/1/2027	6/30/2028	\$99.46	3.00%	
	\$314.53	\$471.80	\$629.07	7/1/2028	6/30/2029	\$102.44	3.00%	
	\$323.97	\$485.95	\$647.94	7/1/2029	6/30/2030	\$105.52	3.00%	
	\$333.69	\$500.53	\$667.38	7/1/2030	12/15/2030	\$108.68	3.00%	

Kayleigh Pastorious-Molina - Bitler	\$198.16	\$297.24	\$396.32	7/1/2025	6/30/2026	\$64.54	
	\$204.10	\$306.15	\$408.21	7/1/2026	6/30/2027	\$66.48	3.00%
	\$210.23	\$315.34	\$420.45	7/1/2027	6/30/2028	\$68.47	3.00%
	\$216.53	\$324.80	\$433.07	7/1/2028	6/30/2029	\$70.52	3.00%
	\$223.03	\$334.54	\$446.06	7/1/2029	6/30/2030	\$72.64	3.00%
	\$229.72	\$344.58	\$459.44	7/1/2030	12/15/2030	\$74.82	3.00%

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 proposal.
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 cognized 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.

TLMA On Call Services

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

Consultant Fehr & Peers Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 8/14/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing and Reproduction		EA	Actual	\$ -
U.S. Mail		EA	Actual	\$ -
Overnight Shipping Service (e.g., FedEx, UPS)		EA	Actual	\$ -
Personal Vehicle		Mile	At current IRS rate	\$ -
Rental Vehicle and Gas		Day	Actual	\$ -
Tolls and Parking		EA	Actual	\$ -
Per Diem		Day	At current GSA rate	\$ -
Research Fees		EA	Actual	\$ -
Data Purchase		EA	At cost	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- 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.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

TLMA On Call Services

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Lysa Wollard

Title *: Chief Financial Officer

Signature: 

Date of Certification (mm/dd/yyyy): 8/13/2025

Email: l.wollard@fehrandpeers.com

Phone Number: 925-977-3216

Address: 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596

*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:

Traffic Engineering

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
BILLING RATES

Note: Mark-ups are Not Allowed

Consultant Harris Miller Miller & Hanson Inc. Prime Consultant _____ Subconsultant _____ x _____ 2nd Tier Subconsultant _____
 Project No. _____ Contract No. _____ Participation Amount _____ Date _____

Office Staff Rate $\frac{\text{Fringe \%}}{0.00\%} + \frac{\text{Overhead \%}}{156.61\%} + \frac{\text{G\&A\%}}{0.00\%} = \text{Combined Indirect Cost Rate(ICR)\%}$ 156.61%

(=0% if Included in OH) (=0% if Included in OH) FEE % = 10.00%

Name/ Job Title/ Classification ¹	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Scott Noel/Supervisory Consultant II	\$268.02	NA		7/1/2025	6/30/2026	\$94.95		
	\$276.06			7/1/2026	6/30/2027	\$97.80	3.00%	
	\$284.34			7/1/2027	6/30/2028	\$100.73	3.00%	
	\$292.87			7/1/2028	6/30/2029	\$103.75	3.00%	
	\$301.65			7/1/2029	6/30/2030	\$106.87	3.00%	
	\$310.70			7/1/2030	6/30/2031	\$110.07	3.00%	
George Noel/Principal Consultant I	\$237.47	NA		7/1/2025	6/30/2026	\$84.13		
	\$244.60			7/1/2026	6/30/2027	\$86.65	3.00%	
	\$251.94			7/1/2027	6/30/2028	\$89.25	3.00%	
	\$259.49			7/1/2028	6/30/2029	\$91.93	3.00%	
	\$267.28			7/1/2029	6/30/2030	\$94.69	3.00%	
	\$275.30			7/1/2030	6/30/2031	\$97.53	3.00%	
Robert Finck/Principal Consultant II	\$206.28	NA		7/1/2025	6/30/2026	\$73.08		
	\$212.47			7/1/2026	6/30/2027	\$75.27	3.00%	
	\$218.85			7/1/2027	6/30/2028	\$77.53	3.00%	
	\$225.41			7/1/2028	6/30/2029	\$79.86	3.00%	
	\$232.17			7/1/2029	6/30/2030	\$82.25	3.00%	
	\$239.14			7/1/2030	6/30/2031	\$84.72	3.00%	
Dillon Tannler/Senior Consultant I	\$160.81	NA		7/1/2025	6/30/2026	\$56.97		
	\$165.63			7/1/2026	6/30/2027	\$58.68	3.00%	
	\$170.60			7/1/2027	6/30/2028	\$60.44	3.00%	
	\$175.72			7/1/2028	6/30/2029	\$62.25	3.00%	
	\$180.99			7/1/2029	6/30/2030	\$64.12	3.00%	
	\$186.42			7/1/2030	6/30/2031	\$66.04	3.00%	
Hayden Jubera/Senior Consultant III	\$138.43	NA		7/1/2025	6/30/2026	\$49.04		
	\$142.58			7/1/2026	6/30/2027	\$50.51	3.00%	
	\$146.86			7/1/2027	6/30/2028	\$52.03	3.00%	
	\$151.26			7/1/2028	6/30/2029	\$53.59	3.00%	
	\$155.80			7/1/2029	6/30/2030	\$55.19	3.00%	
	\$160.47			7/1/2030	6/30/2031	\$56.85	3.00%	
Vincent Ma/Senior Consultant III	\$138.43	NA		7/1/2025	6/30/2026	\$49.04		
	\$142.58			7/1/2026	6/30/2027	\$50.51	3.00%	
	\$146.86			7/1/2027	6/30/2028	\$52.03	3.00%	
	\$151.26			7/1/2028	6/30/2029	\$53.59	3.00%	

	\$155.80		7/1/2029	6/30/2030	\$55.19	3.00%	
	\$160.47		7/1/2030	6/30/2031	\$56.85	3.00%	
Trent Tougas/Senior Consultant III	\$116.04	NA	7/1/2025	6/30/2026	\$41.11		
	\$119.52		7/1/2026	6/30/2027	\$42.34	3.00%	
	\$123.11		7/1/2027	6/30/2028	\$43.61	3.00%	
	\$126.80		7/1/2028	6/30/2029	\$44.92	3.00%	
	\$130.61		7/1/2029	6/30/2030	\$46.27	3.00%	
	\$134.52		7/1/2030	6/30/2031	\$47.66	3.00%	
Claire Dossey/Consultant III	\$97.04	NA	7/1/2025	6/30/2026	\$34.38		
	\$99.96		7/1/2026	6/30/2027	\$35.41	3.00%	
	\$102.95		7/1/2027	6/30/2028	\$36.47	3.00%	
	\$106.04		7/1/2028	6/30/2029	\$37.57	3.00%	
	\$109.22		7/1/2029	6/30/2030	\$38.69	3.00%	
	\$112.50		7/1/2030	6/30/2031	\$39.86	3.00%	
Raj La/Consultant III	\$96.34	NA	7/1/2025	6/30/2026	\$34.13		
	\$99.23		7/1/2026	6/30/2027	\$35.15	3.00%	
	\$102.21		7/1/2027	6/30/2028	\$36.21	3.00%	
	\$105.27		7/1/2028	6/30/2029	\$37.29	3.00%	
	\$108.43		7/1/2029	6/30/2030	\$38.41	3.00%	
	\$111.68		7/1/2030	6/30/2031	\$39.57	3.00%	

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 proposal.
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 cognized 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.

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 Harris Miller Miller & Hanson Inc. Prime Consultant Subconsultant

Project No. TBD Contract No. TBD Date 8/14/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ 0.70	\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
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: Harris Miller Miller & Hanson Inc.

Title*: President & CEO

Signature :  Digitally signed by: ca70803e-558c-4135-ac38-b703be85b5
DN: cn = ca70803e-558c-4135-ac38-b703be85b5
Date: 2025.06.15 11:37:14 -0400

Date of Certification (mm/dd/yyyy): 06/30/2024

Email: dwasiuk@hmmh.com

Phone Number: 781-229-0707

Address: 700 District Avenue, Suite 800, Burlington, MA 01803

* 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:

Noise, vibration, & air quality

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

BILLING RATES

Note: Mark-ups are Not Allowed

Consultant	Monument ROW	Prime Consultant	Subconsultant	x	Date
Project No.	Contract No.	Participation Amount			8/14/2025
Office Staff Rate	Fringe %	Overhead %	G&A%	=	Combined Indirect Cost Rate(ICR)%
	38.20%	65.06%			103.26%

(=0% if Included in OH) (=0% if Included in OH) FEE % = 10.00% 10.00%

Name/ Job Title/ Classification	Hourly Billing Rate ²			Effective date of hourly rate		Actual or Avg. hourly rate	% or \$ Increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal	\$249.12			7/1/2025	6/30/2026	\$111.42		not Applicable
Exempt	\$256.59			7/1/2026	6/30/2027	\$114.76	3.00%	
	\$264.29			7/1/2027	6/30/2028	\$118.21	3.00%	
	\$272.22			7/1/2028	6/30/2029	\$121.75	3.00%	
	\$280.39			7/1/2029	6/30/2030	\$125.40	3.00%	
	\$288.80			7/1/2030	12/15/2030	\$129.17	3.00%	
Senior Project Manager	\$196.85			7/1/2025	6/30/2026	\$88.04		\$75.00 - \$90.00
Exempt	\$202.75			7/1/2026	6/30/2027	\$90.68	3.00%	
	\$208.83			7/1/2027	6/30/2028	\$93.40	3.00%	
	\$215.10			7/1/2028	6/30/2029	\$96.20	3.00%	
	\$221.55			7/1/2029	6/30/2030	\$99.09	3.00%	
	\$228.20			7/1/2030	12/15/2030	\$102.06	3.00%	
Utility Coordination Manager	\$166.62			7/1/2025	6/30/2026	\$74.52		\$70.00-\$85.00
Exempt	\$171.61			7/1/2026	6/30/2027	\$76.76	3.00%	
	\$176.76			7/1/2027	6/30/2028	\$79.06	3.00%	
	\$182.07			7/1/2028	6/30/2029	\$81.43	3.00%	
	\$187.53			7/1/2029	6/30/2030	\$83.87	3.00%	
	\$193.15			7/1/2030	12/15/2030	\$86.39	3.00%	
Project Manager	\$171.98			7/1/2025	6/30/2026	\$76.92		\$55.00 - \$70.00
Exempt	\$177.14			7/1/2026	6/30/2027	\$79.23	3.00%	
	\$182.46			7/1/2027	6/30/2028	\$81.60	3.00%	
	\$187.93			7/1/2028	6/30/2029	\$84.05	3.00%	
	\$193.57			7/1/2029	6/30/2030	\$86.57	3.00%	
	\$199.37			7/1/2030	12/15/2030	\$89.17	3.00%	
Senior Analyst	\$142.31	\$213.47	\$284.62	7/1/2025	6/30/2026	\$63.65		\$55.00-\$70.00
non- exempt	\$146.58	\$219.87	\$293.16	7/1/2026	6/30/2027	\$65.56	3.00%	
	\$150.98	\$226.47	\$301.96	7/1/2027	6/30/2028	\$67.53	3.00%	
	\$155.51	\$233.26	\$311.02	7/1/2028	6/30/2029	\$69.55	3.00%	
	\$160.17	\$240.26	\$320.35	7/1/2029	6/30/2030	\$71.64	3.00%	
	\$164.98	\$247.47	\$329.96	7/1/2030	12/15/2030	\$73.79	3.00%	
Analyst	\$94.49	\$141.73	\$188.97	7/1/2025	6/30/2026	\$42.26		\$40.00-\$55.00
non- exempt	\$97.32	\$145.98	\$194.64	7/1/2026	6/30/2027	\$43.53	3.00%	
	\$100.24	\$150.36	\$200.48	7/1/2027	6/30/2028	\$44.83	3.00%	
	\$103.25	\$154.87	\$206.50	7/1/2028	6/30/2029	\$46.18	3.00%	
	\$106.35	\$159.52	\$212.69	7/1/2029	6/30/2030	\$47.56	3.00%	
	\$109.54	\$164.31	\$219.07	7/1/2030	12/15/2030	\$48.99	3.00%	
Senior Agent	\$123.62	\$185.43	\$247.24	7/1/2025	6/30/2026	\$55.29		\$50.00 - \$65.00
non- exempt	\$127.33	\$190.99	\$254.66	7/1/2026	6/30/2027	\$56.95	3.00%	
	\$131.15	\$196.72	\$262.30	7/1/2027	6/30/2028	\$58.66	3.00%	
	\$135.08	\$202.63	\$270.17	7/1/2028	6/30/2029	\$60.42	3.00%	
	\$139.14	\$208.70	\$278.27	7/1/2029	6/30/2030	\$62.23	3.00%	
	\$143.31	\$214.97	\$286.62	7/1/2030	12/15/2030	\$64.10	3.00%	
Agent	\$88.58	\$132.88	\$177.17	7/1/2025	6/30/2026	\$39.62		\$35.00-\$50.00
non- exempt	\$91.24	\$136.86	\$182.48	7/1/2026	6/30/2027	\$40.81	3.00%	
	\$93.98	\$140.97	\$187.96	7/1/2027	6/30/2028	\$42.03	3.00%	
	\$96.80	\$145.20	\$193.60	7/1/2028	6/30/2029	\$43.29	3.00%	
	\$99.70	\$149.55	\$199.41	7/1/2029	6/30/2030	\$44.59	3.00%	
	\$102.69	\$154.04	\$205.39	7/1/2030	12/15/2030	\$45.93	3.00%	
Project Coordinator	\$96.75	\$145.12	\$193.49	7/1/2025	6/30/2026	\$43.27		\$35.00-\$55.00
non- exempt	\$99.65	\$149.47	\$199.30	7/1/2026	6/30/2027	\$44.57	3.00%	
	\$102.64	\$153.96	\$205.27	7/1/2027	6/30/2028	\$45.91	3.00%	
	\$105.72	\$158.57	\$211.43	7/1/2028	6/30/2029	\$47.28	3.00%	
	\$108.89	\$163.33	\$217.78	7/1/2029	6/30/2030	\$48.70	3.00%	
	\$112.15	\$168.23	\$224.31	7/1/2030	12/15/2030	\$50.16	3.00%	
Project Support Specialist	\$66.23	\$99.34	\$132.45	7/1/2025	6/30/2026	\$29.62		\$28.00-\$40.00
non- exempt	\$68.21	\$102.32	\$136.43	7/1/2026	6/30/2027	\$30.51	3.00%	
	\$70.26	\$105.39	\$140.52	7/1/2027	6/30/2028	\$31.42	3.00%	
	\$72.37	\$108.55	\$144.73	7/1/2028	6/30/2029	\$32.37	3.00%	
	\$74.54	\$111.81	\$149.08	7/1/2029	6/30/2030	\$33.34	3.00%	
	\$76.77	\$115.16	\$153.55	7/1/2030	12/15/2030	\$34.34	3.00%	
Project Controller	\$102.65	\$153.97	\$205.30	7/1/2025	6/30/2026	\$45.91		\$35.00-\$55.00
non- exempt	\$105.73	\$158.59	\$211.46	7/1/2026	6/30/2027	\$47.29	3.00%	
	\$108.90	\$163.35	\$217.80	7/1/2027	6/30/2028	\$48.71	3.00%	
	\$112.17	\$168.25	\$224.33	7/1/2028	6/30/2029	\$50.17	3.00%	
	\$115.53	\$173.30	\$231.06	7/1/2029	6/30/2030	\$51.67	3.00%	
	\$119.00	\$178.50	\$238.00	7/1/2030	12/15/2030	\$53.22	3.00%	

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 proposal.
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
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Monument ROW

Prime Consultant

Subconsultant

Project No. _____

Contract No. _____

Date 08/14/2025

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		per mile	per IRS rate	at cost
Postage				at cost
				at cost
Title Reports		each		at cost
Appraisal		each		at cost
Appraisal Review		each		at cost
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

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.
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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

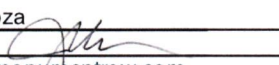
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this

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- 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
- 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

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza Title *: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 8/14/25
 Email: jmendoza@monumentrow.com Phone Number: 949.378.0687
 Address: 200 Spectrum center Suite 300 Irvine CA92618

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than

List services the consultant is providing under the proposed contract:

Real Estate and Right-of-Way Services



ATTACHMENT D • TITLE VI ASSURANCES

ARTICLE DI • INTRODUCTION

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

ARTICLE DII • CLAUSES

CLAUSE A

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

Engineering and Environmental Services for Bridge, Structure, Interchange, and Roadway Projects

- 1 c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations
2 either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a
3 Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant
4 or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement
5 and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- 6 d. Information and Reports: CONSULTANT shall provide all information and reports required by the
7 REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records,
8 accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA
9 to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information
10 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
11 information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth
12 what efforts CONSULTANT has made to obtain the information.
- 13 e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination
14 provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may
15 determine to be appropriate, including, but not limited to:
- 16 i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time,
17 not to exceed 90 days; and/or
- 18 ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- 19 f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in
20 every sub-agreement, including procurements of materials and leases of equipment, unless exempt by
21 the REGULATIONS, or directives issued pursuant thereto.

22 CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or
23 FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided,
24 however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-
25 applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such
26 litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States
27 to enter into such litigation to protect the interests of the United States.

CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of

1 the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of
2 breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter
3 or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon
4 revert to and vest in and become the absolute property of the U.S. Department of Transportation and its
5 assigns as such interest existed prior to this instruction].*

6
7 (*Reverter clause and related language to be used only when it is determined that such a clause is necessary
8 in order to make clear the purpose of Title VI.)
9

10 **CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE**
11 **ACTIVITY, FACILITY, OR PROGRAM**

12 The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by
13 the recipient pursuant to the provisions of Assurance 7(a):

14 A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal
15 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
16 covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- 17 1. In the event facilities are constructed, maintained, or otherwise operated on the property
18 described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of
19 Transportation activity, facility, or program is extended or for another purpose involving the
20 provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will
21 maintain and operate such facilities and services in compliance with all requirements imposed by
22 the Acts and Regulations (as may be amended) such that no person on the grounds of race,
23 color, or national origin, will be excluded from participation in, denied the benefits of, or be
24 otherwise subjected to discrimination in the use of said facilities.

25 B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-
26 discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and
27 to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease,
28 license, permit, etc.) had never been made or issued.*

29 C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the

1 recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described
2 lands and facilities will there upon revert to and vest in and become the absolute property of the recipient
3 and its assigns.*

4 (*Reverter clause and related language to be used only when it is determined that such a clause is
5 necessary to make clear the purpose of Title VI.)

6
7 **CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**
8 **ACTIVITY, FACILITY OR PROGRAM**

9 The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into
10 by the recipient pursuant to the provisions of Assurance 7(b):

- 11 A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal
12 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
13 covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1)
14 no person on the ground of race, color, or national origin, will be excluded from participation in, denied
15 the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the
16 construction of any improvements on, over, or under such land, and the furnishings of services thereon,
17 no person on the ground of race, color, or national origin, will be excluded from participation in, denied
18 the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee,
19 permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant
20 to the Acts and Regulations, as amended, set forth in this Assurance.
- 21 B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above
22 Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as
23 appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the
24 same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- 25 C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the
26 recipient will there upon revert to and vest in and become the absolute property of the recipient and its
27 assigns.

CLAUSE E:

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and

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1 Low-Income Populations, which ensures discrimination against minority populations by discouraging
2 programs, policies, and activities with disproportionately high and adverse human health or environmental
3 effects on minority and low-income populations;

- 4 • Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
5 resulting agency guidance, national origin discrimination includes discrimination because of Limited
6 English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure
7 that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 8 • Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating
9 because of sex in education programs or activities (20 U.S.C.1681 et seq).