

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
EXP U.S. SERVICES, INC.
FOR
ON-CALL GENERAL ENGINEERING CONSULTING

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and EXP U.S. SERVICES, INC., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call General Engineering Consulting; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Portia Gonzalez, P.E. who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

EXP U.S. Services, Inc.
ATTN: Khalil Saba, P.E.
451 Vanderbilt Way, Suite 375
San Bernardino, CA 92408

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. GENERAL PRINCIPALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

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30. NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section

162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

31. MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

32. DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

33. RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

36. NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

37. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.
This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

. CONSULTANT,
EXP U.S. SERVICES, INC.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

Mayor

print name

ITS: (circle one) Chairman/President/Vice President

City Clerk

AND

INITIATED AND APPROVED:

By: _____

Director of Public Works

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney *W*

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

SEE ATTACHED EXHIBIT A

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT A

Scope of Services

SCOPE-OF-SERVICES BY SERVICE CATEGORY

In general, the Consultant shall perform consulting services on an "on-call" basis for projects assigned by the City. If the Consultant does not have the ability to self-perform all aspects of the scope of services, then the Consultant may subcontract for those services. Firms demonstrating the capability of completing services in all of the categories identified are preferred, however, the City will consider firms that demonstrate capabilities in several but not all areas of the RFQ in order to retain an overall on-call consultant group that can fulfill the City's needs.

The scope of services for any one project may involve all phases of project development and may include but is not limited to the following:

A. Construction Management and Inspection

The City is seeking experienced Construction Management firms to assist the City's staff in providing construction management and inspection services for a wide variety of State-Funded, Federally-Funded, and Locally-Funded capital improvement projects.

The City has been successful in securing Federal funds for many different projects. The City anticipates a steady amount of construction activity in the next 3 years for various public works infrastructure projects, including and not limited to: pump stations, lift stations, curb, gutter, sidewalks, pipelines, structures, road rehabilitation, and bridge retrofits. The successful firm will be responsible for all professional related Construction Management and Inspection services.

Working on State and Federally funded projects requires in depth knowledge of the Caltrans Local Assistance Procedures Manual (LAPM), the Caltrans Construction Manual, and other Federal Highway Administration (FHWA) requirements. Interested firms shall address in their qualification statements, their firm's ability to provide the below services if selected by the City. The successful firm will be expected to provide these services for local, State, and Federally funded CIP projects.

This Request for Qualifications will be administered in accordance with the procedures and requirements described in Chapter 10 of the Caltrans LAPM:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

The City prefers that the firms assigned to its projects have a Construction Manager that holds a PMP certification by a nationally recognized professional Construction Management organization.

i) Administrative:

1. Perform a "third" party constructability review of the project plans and specifications prior to the preconstruction conference and identify potential problems that may need attention before construction starts. Provide reviews and comments from ADA compliance perspective.

2. Review project permit requirements.
3. Prepare and conduct Pre-Construction Meetings.
4. Provide coordination of project activities and prepare reports and documents, as necessary, for City review and action.
5. Maintain at the consultant's local office, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.
6. Provide weekly status reports to The City as required.
7. Review laboratory, shop and mill test reports of materials and equipment, and coordinate as required with Design Engineers.
8. Utilize the Public Works Project Tracking System (PTS), developed in Excel, to track and generate logs, contractor and consultant payment applications, change orders, weekly statement of working days and affidavits. PTS will be accessed, updated, and maintained in Drop-box and Agency will, from time to time, access PTS to add or retrieve data and budgets.
9. Monitor Contractor and subcontractor compliance with State and Federal labor law and paperwork requirements including certified payroll, conducting spot interviews with employees on the project, preparing daily reports listing employee, labor classifications, hours worked and equipment on project, maintaining evidence of apprentices employed on the project, spot checking payrolls to ensure that applicable Davis-Bacon or State prevailing wage rates are paid and ensuring that contractor has posted all required posters, notices and wage determination at the job site.
10. Administer the construction contract in conformance with the requirements set forth in the project Plans and Specifications including applicable requirements from Caltrans Standard Plans and Specifications, Local Assistance Procedures, Standard Specifications for Public Works Construction, and the City of Huntington Beach.
11. Receive, log, and respond to Contractor Request for Information (RFI).
12. Conduct weekly construction progress meetings with Contractor, Subcontractors, City Staff, Design Engineer, Sub-consultants, affected outside Agencies, general public, business owners, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting minutes.
13. Coordinate and monitor all inspection activities.
14. Maintain an open-door policy and meet with general public as needed regarding the construction and make recommendations to address their concerns.
15. Receive and process all shop drawings, project data, samples, and other submittals to the Design Engineer for review. Establish and implement procedures for expediting the processing and approval of submittal.

16. Coordinate submittal review with Design Engineer on an as needed basis.
17. Coordinate with the City Engineer and other City Departments.
18. Document all claims and maintain for account records. Provide all necessary documentation and support to the City in settling claims.
19. Administer implementation of project's Traffic Control Plans and perform weekly review for conformance to approved plan.
20. Coordinate and schedule construction surveying.
21. Coordinate testing requirements and scheduling of material testing.
22. Review and analyze the Contractor's cost loaded / resource loaded baseline project schedule for critical path, activity logic sequences, realistic durations, constraints, schedule of values and schedule of delivery for products with long lead time which includes submittal process. Work with Contractor (weekly) to maintain the project schedule updates to show current conditions and suggest revisions as required that will be congruent with monthly progress pay requests.
23. Recommend necessary or desirable changes in the Construction Contractor's scope of services to City. Review and evaluate Contractor's request for changes. Negotiate with Contractor and submit recommendations to City supported by field data related to any additional work. If change orders are accepted by City, prepare change orders for signature and authorization by the City. Maintain a log of change requests.
24. Create and maintain "As-Built" project schedule.
25. Review pay requests and provide recommendation for contractor payments.
26. Coordinate the transition of project to City Maintenance.
27. Coordinate any training sessions required for City staff.
28. Conduct regular coordination meetings with property owners and business owners.
29. Construction Closeout.

Consultant shall provide the following project closeout services:

- Administer and coordinate final inspections.
- Coordinate the correction and completion of the work.
- Assist City in determining when the Project or a designated portion thereof is substantially complete.
- Calculate the amount of final payment due prime Contractor.
- Obtain evidence of certification of all lien releases.
- Assist City with Filing the Project "Notice of Completion".
- Secure and transmit to City, required guarantees.
- Issue the notice of substantial completion and process the notice of completion.
- Coordinate any startup requirements.

- Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications.
- Collect all as-built data from contractors or consultants.
- Make recommendation for the release of retention.

30. Provide construction management documents and records to The City.

ii) Inspection:

1. Review contract documents, plans, and permits.
2. Attend the pre-construction meeting.
3. Monitor and enforce construction noticing requirements, including but not limited to PM10 and SWPPP requirements.
4. Maintain field diary (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
5. Monitor the contractor's fugitive dust control plan and ensure the contractor using approved haul routes and they are kept clean.
6. Ensure compliance with the construction contract by continuously monitoring, evaluating, approving, or rejecting the Contractor's work in accordance with the approved construction contract documents.
7. Determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard City against defects and deficiencies in the work. As appropriate, require special inspection or testing, or make recommendations to City regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed.
8. Provide and maintain a digital photographic history of the progress of the project. Photos will also be taken of the following:
 - Showing existing conditions prior to construction.
 - Disputed work items.
 - Work that has to be duplicated, replaced, or removed.
 - Completed work.
 - Extra Work.
9. Record the progress of the project. Maintain a daily log containing a record of weather, Contractor and subcontractor's work on site, Contractor and subcontractor's equipment with hours on site, number and names of workers with hours on site, work accomplished, problems encountered, and other relevant data. Provide copies of daily logs to City as requested. Include information on Contractor and the entire project, showing percentages of completion. Daily Reports should be detailed enough to

develop Time and Material payments for the contractor's work in case of future disputes.

10. During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
11. Maintain copies of all permits needed to construct the project and enforce special requirements of each.

B. Construction Material Testing and Inspection

The City is seeking experienced Construction Material Testing firms to assist the City's staff in providing Construction Material Testing services for a wide variety of capital improvement construction projects including other types of projects, as necessary.

The City anticipates a steady amount of construction activity in the next 3 years for various public works infrastructure and facility projects, including and not limited to: traffic signals, pump stations, curb, gutter, sidewalks, pipelines, structures, road rehabilitation, reservoirs, and bridge retrofits. In addition, The City expects to perform several building and facility upgrades in the form of tenant improvements, seismic and structural retrofits, new facility construction, and existing facility additions. The consultant would be expected to perform special inspections, structural observations, and general inspections per Uniform Building Code specifications. The successful firm will be responsible for all professional related Material Testing services.

1. For some projects the consultant shall be responsible for all the tests as required by the Caltrans Standard Specifications and the Project Special Provisions.
2. Any required sampling and testing shall be done by personnel and laboratory with the appropriate accreditation for the testing and sampling designated to perform. Proof of the appropriate accreditation shall be submitted for approval by the City.
3. Provide a qualified technician as necessary to conduct density tests as required. The tests will be performed with a nuclear densometer in accordance with ASTM D2922 or sand cone in accordance with ASTM D1556. Maximum density curves (ASTM D1557) will be performed on various material types as they are encountered.
4. Provide an ACI-certified technician as necessary to make sets of concrete cylinders as needed and perform slump tests for minor concrete and bridge structure concrete.
5. Perform compression strength tests on concrete cylinders in accordance with ASTM C39 for bridge structure concrete.
6. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, must be documented in the project files also. Test results shall cite applicable contract requirements, test and/or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall be signed by a testing laboratory representative authorized to sign certified documentation and forward to the City.

7. Maintain a rework items list of work performed that does not comply with the Contract. The Contractor shall be responsible for including on this list items needing rework including those identified by the Engineer.
8. Maximum density tests shall be performed at the job site unless otherwise approved by the City Engineer.
9. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, shall also be documented in the project files.
10. Consultant shall use the most economical mode of transportation available consistent with the time element involved.
11. Project Certification – Send a materials certification memorandum to the Public Works Contract Administrator, City of Huntington Beach, upon completion of the project. File a copy of the memorandum in the job files. Note all non-conforming materials on the memorandum. This includes materials accepted at reduced pay factors.
12. A California licensed engineer shall sign the materials certification memorandum.
13. Any Non-Compliance results of materials shall be reported to the City's Project Manager and City Project Inspector within twenty-four (24) hours from the time of sampling.

C. Architectural Engineering Services

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Provide architectural planning and design services primarily for existing City facilities, i.e., tenant improvements, ADA modifications, etc. The City is currently "built out" with limited "new" facilities anticipated in the next 3 years.
2. Prepare sketches, renderings, and materials boards providing alternative architectural concepts, designs, and options that can be applied to project requirements.
3. Prepare construction drawings in mylar format, for bidding and archival purposes, providing code requirements, floor plans, ceiling plans, roof plans, elevations, walls, materials schedules, door and window schedules, and details.
4. Provide technical specification for materials and methods to be incorporated into the City's Standard Supplemental Master Specifications.
5. Prepare construction cost estimates.
6. Provide architectural support during construction of projects.
7. Provide as-builts in mylar and .dwg formats.

D. General Civil Engineering

The City is seeking experienced civil engineering firms to assist the City's staff in providing civil engineering and surveying services for a wide variety of capital improvement projects.

The City anticipates a steady amount of construction activity in the next 3 years for various public works infrastructure projects, including but not limited to: rehabilitation of roads, alleys, curb, gutter, and sidewalks within the public right-of-way, as well as off-street improvements, such as rehabilitation of City parking lots. The successful firm will be responsible for all professional related civil engineering. Surveying services, performed by in-house staff or sub-contracted, in support of these projects and/or stand alone, shall be made a part of your proposal.

i) General Civil:

The consultant must be well versed in all aspects of design/engineering/surveying and administration including, but not limited to project controls (estimating, cost and schedule), planning, QA/QC, change control and risk management. Knowledge and understanding of the latest version of APWA's GreenBook, as well as the standard plans and specifications of the City of Huntington Beach. Consultant shall provide qualified staff with significant experience in the professional fields.

1. Preparation of PS&E packages for street rehabilitation, widening, realignment or other related street improvements.
2. Preparation of PS&E packages for rehabilitation of City Facilities site work, i.e. parking lots and ADA site compliance
3. Preparation and review of NPDES reports, Water Quality Management Plans (WQMP) and Storm Water Pollution Prevention Plans (SWPPP).
4. Construction support.
5. Provide record drawings both mylar and .dwg formats
6. While the City maintains contracts with Geotechnical Engineering consultants, geotechnical engineering may be requested as part of and under the direction of the Civil consultant, depending on the project needs. The geotechnical engineering sub consultant of your choice does not need to be identified in your proposal to this RFQ and can be deferred until such time that a project specific fee proposal/task order is requested.

ii) Survey:

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Performing horizontal and vertical control.
2. Perform design and topographic surveys.

3. Setting aerial targets and performing photo control.
4. Aerial and topographic surveys for project layout and design.
5. Performing boundary surveys and boundary analysis.
6. Performing centerline surveys and centerline ties.
7. Preparing corner records.
8. Preparing Records of Survey.
9. Preparing/Reviewing legal descriptions and plat maps.
10. Reviewing Subdivision Maps, Tentative and Final.
11. Reviewing Title Reports.
12. Performing construction staking for various public works projects.

iii) Ocean:

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks. Consultant shall provide experienced personnel to solve engineering problems and preparing engineering plans associated with preserving coastal resources such as piers, seawalls, bulkheads, harbors, and beaches, which may include the study of the ocean to determine the effects of waves, tides, currents, sand, and the salt-water environment in addition to assisting the City with issues or permits related to the California Coastal Commission.

iv) Water, Wastewater, Stormwater:

A) Water

Potable Water Pipeline Engineering

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Preparation of plans, specifications and estimates (PS&E) packages for water pipeline design or other related water improvements.
2. Establish pipeline size requirements and limits with City staff. Submit hydraulic calculations signed and stamped by the engineer.
3. Soil corrosion potential analysis and cathodic protection system requirements.
4. Develop typical cross-sections detailing horizontal and vertical locations of the proposed pipeline alignment; include limits of ROW (existing and future), State Water Resources Control Board (SWRCB) division of drinking water and other separation requirements, pavement limits, surface improvements, traffic striping, travel lane limits, existing and other proposed utilities, existing and proposed easements, etc.

5. Develop and execute potholing plan specific to the project.
6. Select pipe material, class or thickness, linings and coatings, joint design, thrust restraint, bedding and compaction requirements, etc.
7. Determine location, type and sizing of blow offs, air valves, isolations valves and other appurtenances.
8. Provide construction support services.
9. Provide Development Review Water Plan Check Services.
10. Provide record drawings.

Potable Water (Production), Wells, Reservoirs, and Pressure Regulating Facilities

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Preparation of PS&E packages for water production infrastructure including but not limited to wells, reservoirs, pressure control stations, turnouts, and metering.
2. Establish facility sizing requirements and limits with City staff. Submit hydraulic calculations including system curve development, pump selection, pipe and appurtenance sizing, reservoir floor and high water elevations (etc.), and transient evaluation signed and stamped by the engineer.
3. Preliminary Design Report. Prepare a preliminary design report (PDR) which includes all of the design assumptions, materials and evaluation of alternatives for the project in a cost-effective manner. During the PDR development, the Consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The Consultant shall document all decisions in the report.
4. Provide survey, structural, mechanical, and architectural design services.
5. Provide electrical, control and SCADA design services.
6. Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
7. Provide environmental and other regulatory permitting requirements.
8. Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, tank plans and orientation drawings.
9. Provide construction support services.
10. Provide record drawings.

Potable Water Master Plan Update and Water Financial Plan Update

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Preparation of water master plan.
2. Preparation of water master plan financial plan update.

B) Wastewater (Sanitary Sewer):

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Preparation of PS&E packages for wastewater system infrastructure including but not limited to pipelines, lift stations, force mains, hydraulic calculations, mechanical, electrical and control, structural, etc. for review and comment to the City or other related improvements.
2. The City plans on replacing one wastewater lift station per year, so an emphasis on this type of project experience is recommended.
3. Establish pipeline size requirements and limits with City staff.
4. Conduct preliminary alignment evaluations and recommend preferred alignment(s).
5. Conduct site and field investigations to verify locations of existing and proposed facilities.
6. Provide utility and agency coordination.
7. Develop and execute potholing plan specific to the project.
8. Select pipe material, class or thickness, linings and coatings, joint design, bedding and compaction requirements, etc.
9. Determine location, type, and sizing of manholes.
10. Develop project specific details and specifications for all points of connection including materials, transitions, phasing, and/or bypass requirements.
11. Provide construction support services.
12. Provide record drawings.

i) Wastewater Master Plan Update

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Preparation of wastewater master plan update.

C. Stormwater:

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

1. Preparation of PS&E packages for stormwater system infrastructure including but not limited to pipelines, pump stations, force mains, hydraulic calculations, mechanical, electrical and control, structural, etc. for review and comment to the City or other related improvements.

v) Transportation:

The City is seeking experienced Transportation Engineering firms to assist the City's staff in providing Transportation Engineering services for a wide variety of capital improvement projects.

The City anticipates a steady amount of construction activity in the next 3 years for various public works infrastructure projects, including and not limited to: traffic signals, traffic signal communications, signing and striping plans, street lighting, traffic calming designs, and traffic studies.

Interested firms shall address in their qualification statements, their firm's ability to provide the following services if selected by the City.

1. Prepare Plans, Specifications, and estimate (PS&E) for new or modified traffic signals.
2. Prepare PS&E for signing & striping modifications.
3. Prepare PS&E for street lighting including photometric calculations.
4. Prepare traffic studies. Studies may include, but are not limited to; Traffic impact analysis, geometric and alignment studies, parking studies, sight distance analysis, bicycle studies and pedestrian studies.
5. Prepare traffic signal timing analysis utilizing SYNCHRO. Prepare local intersection timing sheets.
6. Prepare PS&E for traffic signal interconnect and communication projects. Projects include the use of fiber optic and twisted pair cable. Projects may include closed circuit television (CCTV) and dynamic message signs. Integration with the City's existing communication infrastructure and Traffic Management Center will be required.

7. Prepare traffic control and staging plans.
8. Review of plans prepared by others.
9. Collect traffic data, including but not limited to, turning movement counts, machine counts, pedestrian volume and speed, and vehicle classification studies.
10. Provide construction engineering support.
11. Assist with grant preparation and administration.
12. Prepare PS&E for other transportation/traffic related facilities including bicycle and pedestrian facilities and traffic calming measures.

E Environmental:

The City is seeking qualified environmental engineering consultants with experience under the following capacity:

General

1. Prepare, assist, and review Preliminary Environmental Studies.
2. Review of project plans and specifications.
3. Perform field investigations.
4. Provide site assessment and preliminary studies.
5. Prepare and review engineering analysis reports.
6. Prepare and review technical and research studies.
7. Process and review Grant and Federal Funding Applications.
8. Assist in the development of City specifications.
9. Provide training to City staff on various environmental review processes.

Water Quality

1. Assist in reviewing, evaluating, and recommending various Low Impact Development BMPs for storm water systems.
2. Perform commercial/industrial water quality inspections for compliance with latest NPDES regulations.
3. Perform inspections of food service establishments under the Fats, Oils, & Grease (FOG) Control Program.
4. Assist in reviewing and preparing documentations in various aspects of water discharge permits from applicable regulatory agencies.

Monitoring and Inspections

1. Perform maintenance, monitoring, and inspections of City's facilities in accordance to requirements by various applicable regulatory agencies.
2. Provide testing and sampling of various constituents and media.

Studies and Reports

1. Prepare reports and studies that utilize sound practical environmental engineering analysis and principles.
2. Prepare documentations that comply with applicable regulatory agency requirements for permitting.
3. Review 3rd party reports and studies and provide City staff with comments and recommendations.

Grant Applications

1. Assist in preparing various grant applications to obtain additional sources of funding for various proposed City projects.

Preliminary Engineering

1. Perform site investigation, prepare alternatives by providing recommendations and analyses that describes the advantages of each alternative, and prepare estimates of probable cost for each alternative.
2. Prepare Preliminary plans, cost estimates, engineering details, and support calculations.

Construction Documents

1. Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

Permits

1. Assist in obtaining approvals from applicable regulatory agencies for environmental, and/or other permits as may be required.

Bidding Stage

1. Assist the City in answering bidders' questions, attend pre-bid conferences, and job walks, prepare addendums, and analyze bids.

Construction Stage

1. Attend pre-construction conferences.
2. Monitor construction schedule, visit construction sites as required for progress and quality of evaluation.
3. Assist the engineer, contractor, construction manager/contract administrator, and inspector with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.
4. Prepare "as-built" drawings.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

Cost Proposal

Consultant: EXP US Services
ON-CALL CONTRACT

ADM 2033 (Rev. 10/12)

Prime Consultant

Date: March 16, 2022

NORMAL - OFFICE OVERTIME	Fringe Benefit%	+		Overhead%	+		G&A %	Combined %
	62.05%	+		106.64%	+		0.29%	
	62.05%	+		106.64%	+		0.29%	
				FEE %	=		10.0%	
								168.98%
								168.98%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate		Effective date of hourly rate		Actual average hourly rate	% of \$ Increase	Hourly Range for Class
	Normal	OT (1.5X)	From	To			
Portia Gonzalez Contract Manager Exempt	340.97	N/C	5/25/2022	12/31/2022	115.24	0%	N/A
	351.21	N/C	1/1/2023	12/31/2023	118.70	3.00%	N/A
	361.74	N/C	1/1/2024	12/31/2024	122.26	3.00%	N/A
	372.60	N/C	1/1/2025	12/31/2025	125.93	3.00%	N/A
Gabriel Rodriguez Project Manager Exempt	383.78	N/C	1/1/2026	12/31/2026	129.71	3.00%	N/A
	340.97	N/C	5/25/2022	12/31/2022	115.24	0%	N/A
	351.21	N/C	1/1/2023	12/31/2023	118.70	3.00%	N/A
	361.74	N/C	1/1/2024	12/31/2024	122.26	3.00%	N/A
Emilio Rodriguez Supervising Transportation Engineer Exempt	372.60	N/C	1/1/2025	12/31/2025	125.93	3.00%	N/A
	383.78	N/C	1/1/2026	12/31/2026	129.71	3.00%	N/A
	320.05	N/C	5/25/2022	12/31/2022	108.17	0%	N/A
	329.67	N/C	1/1/2023	12/31/2023	111.42	3.00%	N/A
Syed Raza Senior Transportation Engineer Exempt	339.55	N/C	1/1/2024	12/31/2024	114.76	3.00%	N/A
	349.73	N/C	1/1/2025	12/31/2025	118.20	3.00%	N/A
	360.23	N/C	1/1/2026	12/31/2026	121.75	3.00%	N/A
	348.51	N/C	5/25/2022	12/31/2022	117.79	0%	N/A
Jose Carrillo Senior Transportation Engineer Exempt	358.96	N/C	1/1/2023	12/31/2023	121.32	3.00%	N/A
	369.73	N/C	1/1/2024	12/31/2024	124.96	3.00%	N/A
	380.82	N/C	1/1/2025	12/31/2025	128.71	3.00%	N/A
	392.25	N/C	1/1/2026	12/31/2026	132.57	3.00%	N/A
Jose Carrillo Senior Transportation Engineer Exempt	142.26	N/C	5/25/2022	12/31/2022	48.08	0%	N/A
	146.52	N/C	1/1/2023	12/31/2023	49.52	3.00%	N/A
	150.93	N/C	1/1/2024	12/31/2024	51.01	3.00%	N/A
	155.45	N/C	1/1/2025	12/31/2025	52.54	3.00%	N/A
	160.13	N/C	1/1/2026	12/31/2026	54.12	3.00%	N/A

EXHIBIT B

Cost Proposal

Consultant: EXP US Services
ON-CALL CONTRACT

ADM 2033 (Rev. 10/12)

Prime Consultant

Date: March 16, 2022

NORMAL - OFFICE OVERTIME	Fringe Benefit%		Overhead%	G&A %	Combined %
	62.05%	+	106.64%	0.29%	= 168.98%
	62.05%	+	106.64%	0.29%	= 168.98%
			FEE %		
				10.0%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate		Effective date of hourly rate		Actual/average hourly rate	% of \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	From	To			
Ricky Carrillo Transportation Engineer Exempt	142.26	N/C	5/25/2022	12/31/2022	48.08	0%	N/A
	146.52	N/C	1/1/2023	12/31/2023	49.52	3.00%	N/A
	150.93	N/C	1/1/2024	12/31/2024	51.01	3.00%	N/A
	155.45	N/C	1/1/2025	12/31/2025	52.54	3.00%	N/A
	160.13	N/C	1/1/2026	12/31/2026	54.12	3.00%	N/A
Hany Peters Senior Water Resource Engineer Exempt	266.29	N/C	5/25/2022	12/31/2022	90.00	0%	N/A
	274.28	N/C	1/1/2023	12/31/2023	92.70	3.00%	N/A
	282.50	N/C	1/1/2024	12/31/2024	95.48	3.00%	N/A
	290.97	N/C	1/1/2025	12/31/2025	98.34	3.00%	N/A
	299.69	N/C	1/1/2026	12/31/2026	101.29	3.00%	N/A
Kiran Pallachulla Senior Water Resource Engineer Exempt	213.39	N/C	5/25/2022	12/31/2022	72.12	0%	N/A
	219.78	N/C	1/1/2023	12/31/2023	74.28	3.00%	N/A
	226.38	N/C	1/1/2024	12/31/2024	76.51	3.00%	N/A
	233.18	N/C	1/1/2025	12/31/2025	78.81	3.00%	N/A
	240.16	N/C	1/1/2026	12/31/2026	81.17	3.00%	N/A
Shubhee Saxena Transportation Engineer Exempt	119.24	N/C	5/25/2022	12/31/2022	40.30	0%	N/A
	122.82	N/C	1/1/2023	12/31/2023	41.51	3.00%	N/A
	126.52	N/C	1/1/2024	12/31/2024	42.76	3.00%	N/A
	130.30	N/C	1/1/2025	12/31/2025	44.04	3.00%	N/A
	134.21	N/C	1/1/2026	12/31/2026	45.36	3.00%	N/A
Parakh Jaiswal Water Resource Engineer Exempt	116.52	N/C	5/25/2022	12/31/2022	39.38	0%	N/A
	120.01	N/C	1/1/2023	12/31/2023	40.56	3.00%	N/A
	123.62	N/C	1/1/2024	12/31/2024	41.78	3.00%	N/A
	127.32	N/C	1/1/2025	12/31/2025	43.03	3.00%	N/A
	131.13	N/C	1/1/2026	12/31/2026	44.32	3.00%	N/A

Cost ProposalConsultant: EXP US Services
ON-CALL CONTRACT

ADM 2033 (Rev.10/12)

Prime Consultant

Date: March 16, 2022

NORMAL - OFFICE	Fringe Benefit%	Overhead%	G&A %	Combined %
OVERTIME	62.05%	106.64%	0.29%	168.98%
	62.05%	106.64%	0.29%	168.98%
		FEE %		
		=	10.0%	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate		Effective date of hourly rate		Actual/average hourly rate	% of \$ Increase	Hourly Range for Class
	Normal	OT (1.5X)	From	To			
Christine Brown Associate Civil Engineer Exempt	149.48	N/C	5/25/2022	12/31/2022	50.52	0%	N/A
	153.97	N/C	1/1/2023	12/31/2023	52.04	3.00%	N/A
	158.59	N/C	1/1/2024	12/31/2024	53.60	3.00%	N/A
	163.35	N/C	1/1/2025	12/31/2025	55.21	3.00%	N/A
Ben Hashemloo Senior Transportation Engineer Exempt	168.27	N/C	1/1/2026	12/31/2026	56.87	3.00%	N/A
	161.55	N/C	5/25/2022	12/31/2022	54.60	0%	N/A
	166.40	N/C	1/1/2023	12/31/2023	56.24	3.00%	N/A
	171.40	N/C	1/1/2024	12/31/2024	57.93	3.00%	N/A
Yves-Marie Monereau Senior Transportation Engineer Exempt	176.55	N/C	1/1/2025	12/31/2025	59.67	3.00%	N/A
	181.85	N/C	1/1/2026	12/31/2026	61.46	3.00%	N/A
	224.42	N/C	5/25/2022	12/31/2022	75.85	0%	N/A
	231.17	N/C	1/1/2023	12/31/2023	78.13	3.00%	N/A
Byron Danley Senior Bridge Engineer Exempt	238.09	N/C	1/1/2024	12/31/2024	80.47	3.00%	N/A
	245.22	N/C	1/1/2025	12/31/2025	82.88	3.00%	N/A
	252.59	N/C	1/1/2026	12/31/2026	85.37	3.00%	N/A
	290.43	N/C	5/25/2022	12/31/2022	98.16	0%	N/A
Tim Kirkley Senior Utilities Engineer Exempt	299.13	N/C	1/1/2023	12/31/2023	101.10	3.00%	N/A
	308.10	N/C	1/1/2024	12/31/2024	104.13	3.00%	N/A
	317.33	N/C	1/1/2025	12/31/2025	107.25	3.00%	N/A
	326.86	N/C	1/1/2026	12/31/2026	110.47	3.00%	N/A
Tim Kirkley Senior Utilities Engineer Exempt	236.91	N/C	5/25/2022	12/31/2022	80.07	0%	N/A
	244.01	N/C	1/1/2023	12/31/2023	82.47	3.00%	N/A
	251.32	N/C	1/1/2024	12/31/2024	84.94	3.00%	N/A
	258.86	N/C	1/1/2025	12/31/2025	87.49	3.00%	N/A
	266.62	N/C	1/1/2026	12/31/2026	90.11	3.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

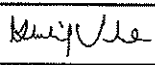
Certification of Direct Costs:

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: Khalil Saba P.E. Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 3/16/2022
Email: khalil.saba@exp.com Phone Number: (909) 228-2821
Address: 451 E. Vanderbilt Way Suite 375 San Bernardino CA 92408

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

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

General Civil Engineering, Roadway Design, Drainage Design, Traffic, Structures
